

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

**Tuesday, September 23, 2014
3:00 P.M.**

County Commission Chambers
Leon County Courthouse
301 South Monroe Street
Tallahassee, FL

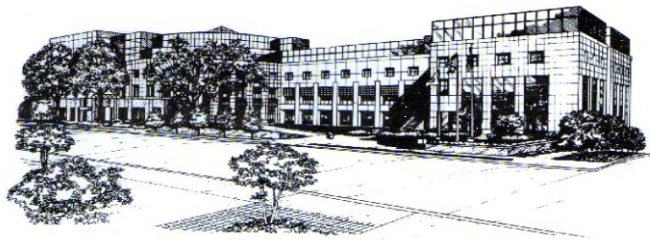
COUNTY COMMISSIONERS

Kristin Dozier, Chairman
District 5

Bill Proctor
District 1

Jane Sauls
District 2

John Dailey
District 3



Mary Ann Lindley, Vice Chair
At-Large

Bryan Desloge
District 4

Nick Maddox
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Selected agenda items are available on the Leon County Home Page at: www.leoncountyfl.gov. Minutes of County Commission meetings are the responsibility of the Clerk of Courts and may be found on the Clerk's Home Page at www.clerk.leon.fl.us

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The County does not provide or prepare such record (Sec. 286.0105, F.S.).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, September 23, 2014, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Jane Sauls

AWARDS AND PRESENTATIONS

CONSENT

1. Approval of Joint City/County Agreement with the Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls
(County Administrator/County Administration)
2. Approval of Payment of Bills and Vouchers Submitted for September 23, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of September 24 through October 13, 2014
(County Administrator/Financial Stewardship/Office of Management & Budget)
3. Adoption of Proposed Revised Policy No. 06-3, "Homestead Prevention Loss Program"
(County Administrator/Financial Stewardship/Office of Management & Budget)
4. Approval of Fiscal Year 2013/2014 Tangible Personal Property Annual Report
(County Administrator/Financial Stewardship/Purchasing)
5. Approval to Award Bid to LGX Corporation for Reverse Auction Services
(County Administrator/Financial Stewardship/Purchasing)
6. Approval to Renew the Agreement Between Leon County and Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services for FY2014/15
(County Administrator/Human Services & Community Partnerships/Human Services)
7. Approval of the FY 2014/15 Community Human Service Partnership Funding for Social Service Agencies
(County Administrator/Human Services & Community Partnerships/Human Services)
8. Approval to the Renew the Agreement Between Leon County and the State of Florida Department of Health for the Provision of Public Health Services for FY 2014/15
(County Administrator/Human Services & Community Partnerships/Primary Health)
9. Adoption of a Proposed Revised Enabling Resolution to Continue the Community Health Coordinating Committee
(County Administrator/Human Services & Community Partnerships/Primary Health)

10. Adoption of a Resolution to Waive Building, Development Services, and Environmental Permit Review Fees for Spouses of Military Personnel Killed in Action
(County Administrator/Public Works & Community Development/Development Support & Environmental Management)
11. Approval of a Resolution and a Lease Agreement with the Friends of the Leon County Public Library, Inc.
(County Administrator/Public Works & Community Development/Facilities Management/Real Estate)
12. Request to Schedule a Public Hearing for October 14, 2014 at 6:00 p.m. for the Proposed Abandonment of a 15' Landscape Easement in Lakewood Estates Unit No. 3 and a Replat of a Part of Lakewood Estates Unit No. 2
(County Administrator/Public Works & Community Development/Facilities Management/Real Estate)
13. Acceptance of Two Department of Environmental Protection Grants
(County Administrator/Public Works & Community Development/Public Works/Engineering)
14. Ratification of the Aerial Larviciding Agreement with the Leon County Sheriff's Office
(County Administrator/Public Works & Community Development/Public Works/Operations)
15. Approval to Waive Policy 97-3 "Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities" Allowing a Memorial Structure for Trenton J. McElroy to be Erected at Miccosukee Park and to Name the Newly Renovated Baseball Field in his Honor
(County Administrator/Public Works & Community Development/Public Works/Parks & Recreation)
16. Approval of Royalty Distribution Agreement Between Thomas Paul Brantley, Joseph Colson Harvey, and Leon County, Florida
(County Administrator/County Attorney)

Status Reports: *(These items are included under Consent.)*

17. Acceptance of Status Report on Sustainable Communities 2015 Summit
(County Administrator/Resource Stewardship/Sustainability)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; there will not be any discussion by the Commission

GENERAL BUSINESS

18. Approval of Enhancements to the Summer Youth Program
(County Administrator/County Administration)
19. Consideration of Providing Funding for "Be the Solution" Spay and Neuter Program
(County Administrator/Financial Stewardship/Office of Management & Budget)
20. Approval of Letters of Agreement with the Agency for Healthcare Administration on Behalf of Bond Community Health Center for FY 13/14
(County Administrator/Human Services & Community Partnerships/Primary Health)
21. Approval to Award Bid to Sentinel Offender Services for Electronic Monitoring and Related Services
(County Administrator/Intervention and Detention Alternatives)
22. Authorization to Negotiate Agreements for Continuing Supply Architectural/Engineering Services
(County Administrator/Public Works & Community Development/Facilities Management)
23. Acceptance of Status Report on Magnolia Drive Multi-Use Path
(County Administrator/Public Works & Community Development/Public Works/Engineering)
24. Approval of the Crump Road Gas Station Site Settlement and Forbearance Agreement
(County Attorney)
25. Consideration of Full Board Committee Appointments to the Tourist Development Council
(County Administrator/County Administration/Agenda Coordinator)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

26. Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2014/2015
(County Administrator/Financial Stewardship/Office of Management & Budget)
(Item #26 will be distributed under separate cover.)
27. First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule
(County Administrator/Public Works & Community Development/PLACE/Planning)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, October 14, 2014 at 3:00 p.m.*

All lobbyists appearing before the Board must pay a \$25 annual registration fee. For registration forms and/or additional information, please see the Board Secretary or visit the County website at www.leoncountyfl.gov

2014

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PUBLIC NOTICE
2014 Tentative Schedule

All Workshops, Meetings, and Public Hearings are subject to change

All sessions are held in the Commission Chambers, 5th Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays from 12:00 to 3:00 p.m.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
September 2014	Tuesday 16	6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2014/2015
	<i>Wednesday 17– Friday 19</i>	<i>FAC Policy Committee Conference</i>	<i>Sandestin, Walton County</i>
	<i>Wednesday 24– Saturday 27</i>	<i>Congressional Black Caucus</i>	<i>Washington, D.C.</i>
	Thursday 18	4:00 p.m.	CRA Meeting; City Commission Chambers
	<u>Tuesday 23</u>	3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2014/2015
			<u>First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule</u>
	<u>Monday 29</u>	<u>4:30 p.m.</u> <u>5:30 p.m.</u>	<u>Community Redevelopment Agency Meeting; Public Hearing on FY 2015 CRA Budget; City Commission Chambers</u>
October 2014	<i>Thursday 16 – Friday 17</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	<u>Tuesday 14</u>	3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	<u>Public Hearing Regarding the Proposed Abandonment of a 15' Landscape Easement in Lakewood Estates Unit No. 3 and a Replat of a Part of Lakewood Estates Unit No. 2</u>
	Monday 20	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) Retreat (<i>Location TBD</i>)
	Thursday 23	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Tuesday 28	1:30 – 3:00 p.m.	Workshop on 2015 State and Federal Legislative Priorities
		3:00 p.m.	Regular Meeting

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2014	Monday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 17	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 18	3:00 p.m.	Installation of Newly-Elected Commissioners Reorganization of the Board Regular Meeting
	<u>Wednesday – 19</u> <u>Friday 21</u>	<u>FAC Legislative Conference</u>	<u>Tampa, Hillsborough County</u>
	<u>Wednesday 19</u>	<u>New Commissioner Workshop</u>	<u>Tampa, Hillsborough County</u>
	<u>Friday 21</u>	<u>FAC Workshop</u>	<u>Tampa, Hillsborough County</u>
	Thursday 20	9:30 a.m.	CRA Meeting; City Commission Chambers
	Thursday 27	Offices Closed	THANKSGIVING DAY
	Friday 28	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2014			
	Wednesday – 3 Friday 5	FAC Legislative Conference	St. John's County
	Wednesday 3	New Commissioner Workshop	St. John's County
	Friday 5	FAC Workshop	St. John's County
	Monday 8	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 9	3:00 p.m.	Regular Meeting
	Thursday 11	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Tuesday 23	No Meeting	BOARD RECESS
	Thursday 25	Offices Closed	CHRISTMAS DAY
	Friday 26	Offices Closed	FRIDAY AFTER CHRISTMAS DAY
January 2015			
	Thursday 1	Offices Closed	NEW YEAR'S DAY

Citizen Committees, Boards, and Authorities 2014 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee

Board of County Commissioners (3 appointments)

A member who represents employers within the jurisdiction

A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing

EXPIRATIONS

SEPTEMBER 30, 2014

Community Health Coordinating Committee

Board of County Commissioners (5 appointments)

Council on Culture & Arts

Board of County Commissioners (1 appointment)

OCTOBER 31, 2014

Audit Advisory Committee

Board of County Commissioners (2 appointments)

Clerk of the Courts (3 appointments)

Tourist Development Council

Board of County Commissioners (3 appointments)

Tallahassee City Commission (1 appointment)

DECEMBER 31, 2014

Human Services Grants Review Committee

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)

Commissioner - At-large II: Maddox, Nick (1 appointment)

Commissioner - District I: Proctor, Bill (1 appointment)

Commissioner - District II: Sauls, Jane G. (1 appointment)

Commissioner - District III: Dailey, John (1 appointment)

Commissioner - District IV: Desloge, Bryan (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

Joint City/County Bicycle Working Group

Board of County Commissioners (2 appointments)

Tallahassee City Commission (4 appointments)

Library Advisory Board

Commissioner - At-large II: Maddox, Nick (1 appointment)

Commissioner - District I: Bill Proctor. (1 appointment)

Commissioner - District V: Kristin Dozier (1 appointment)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #1

Leon County Board of County Commissioners

Cover Sheet for Agenda #1

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Joint City/County Agreement with The Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator

Fiscal Impact:

This item has a fiscal impact. The County's \$20,000 share of the proposed Joint Agreement is included in the 2014/15 budget.

Staff Recommendation:

Option #1: Approve the Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and The Oasis Center for Women & Girls for administrative support (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

In June 2010, The Oasis Center for Women & Girls (Oasis) approached the County requesting the creation of a Commission on Women and Girls. The initial proposal was to create a joint City/County committee; however, the City did not take action on the proposal. As a result, on September 14, 2010, the Board moved forward with the creation of the Leon County Commission on the Status of Women and Girls, comprised of 21 members (14 appointed by the Board, with each Commissioner having two appointments, and seven appointed by the Committee). On April 12, 2011, the Board adopted an Enabling Resolution that established the scope and responsibility of the Leon County Commission on the Status of Women and Girls and contracted with Oasis in the amount of \$10,000 to provide administrative support and assist in the preparation of an annual report to the Board.

On December 12, 2012, the Leon County Commission on the Status of Women and Girls presented its annual report to the Board. At that time, the Board provided an additional \$10,000 (for a total of \$20,000) to Oasis to provide research and development support to the Committee. Additionally, the Board encouraged members of the Leon County Commission on the Status of Women and Girls to approach the City of Tallahassee on providing financial support for a joint Commission, as initially proposed in 2010. On February 13, 2013, the City Commission agreed to provide funding to Oasis for administrative support to the Committee at the current level provided by the County (\$20,000) and move forward with the creation of a joint committee.

On March 12, 2013, the Board adopted a joint Enabling Resolution establishing the Tallahassee-Leon County Commission on the Status of Women and Girls (Committee). The City Commission subsequently adopted the Resolution. The Resolution states that Oasis shall provide administrative support to the joint Committee, per the adoption of an agreement with the County and City. On September 16, 2013, the Board adopted the tentative 2014/15 fiscal year budget that included \$20,000 to Oasis for the administrative support to the Committee. Final budget approval is anticipated on September 23, 2014.

Analysis:

Pursuant to the County-City Enabling Resolution, Oasis provides administrative support to the Committee. The proposed Joint County-City agreement with Oasis provides funding in the amount of \$20,000 from the County and \$20,000 from the City (for a total of \$40,000) for administrative support to the Committee for FY 2014/15 (Attachment #1). As directed by the Board, the Joint Agreement states that one-half (\$10,000) of the County funding shall be dedicated to provide research and development support to the Committee. The County's portion of funding to Oasis in the amount of \$20,000 has been budgeted.

Title: Approval of a Joint City/County Agreement with the Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls

September 23, 2014

Page 3

Options:

1. Approve the Agreement for staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and The Oasis Center for Women & Girls for administrative support (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement for staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and The Oasis Center for Women & Girls for administrative support.
3. Board direction

Recommendation:

Option #1.

Attachment:

1. Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls

**AGREEMENT FOR STAFFING OF THE TALLAHASSEE-LEON COUNTY
COMMISSION ON STATUS OF WOMEN AND GIRLS**

THIS AGREEMENT is entered into this ___ day of September 2014, by and between **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the County), the **CITY OF TALLAHASSEE**, a Florida municipal corporation (hereinafter referred to as the “City”), and **THE OASIS CENTER FOR WOMEN & GIRLS, INC.**, a Florida nonprofit corporation (hereinafter referred to as the “Agency”).

WHEREAS, the County established the Leon County Commission on the Status of Women & Girls on April 12, 2011 with the adoption of Enabling Resolution R11-14 setting forth the purpose and goals of the Commission, and

WHEREAS, on December 13, 2012, the County and the Agency entered into an Agreement for Staffing of the Leon County Commission on Status of Women and Girls for the County fiscal year 2012/2013 (the “Original 12/13 Agreement”); and

WHEREAS, the County and City established the Tallahassee-Leon County Commission on the Status of Women and Girls (the “Commission”) with the adoption of a Joint Enabling Resolution, identified by the County as R13-11 and by the City as 13-R-20 (the “Joint Enabling Resolution”), setting forth the purpose and goals of the Commission and effectively dissolving the Leon County Commission on the Status of Women and Girls; and

WHEREAS, the County and the City jointly engaged the Agency through a new Agreement for Staffing to continue to provide administrative support to the Commission through the end of the fiscal year 2012/2013; and

WHEREAS, the County and City wish to jointly ratify and acknowledge their desire to continue the engagement of the Agency to provide administrative support to the Commission and have each appropriated \$20,000 for staff of the Commission for fiscal year 2014/2015 for a total of \$40,000.

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article 1. GENERAL CONDITIONS

1.1. **Scope of Services; Compensation:** In exchange for the County’s payment to the Agency in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) and the City’s payment to the Agency in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) in accordance with Section 1.3.2 below, the Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County and City, administrative support to the Commission which shall include but not be limited to:

1.1.1. Staffing and Scheduling.

1.1.2. Coordination.

1.1.3. Liaison/Communication with the County and City.

1.1.4. Prepare all necessary documents when needed.

1.1.5. Perform all necessary functions and requirements of the Chapter 286 (Sunshine Law), Chapter 112, Part III (Code of Ethics), Chapter 257 (Public Records Retention) and Chapter 119 (Public Records Law) of the Florida Statutes pertaining to the operation of the Commission.

1.1.6. Commission activities, community outreach and promotion of issues affecting women and girls which may include printing, website development and maintenance, holding community forums, and other related expenses.

1.1.7. Conduct research and development at the direction of the Commission, with the expectation that approximately one-half, or TEN THOUSAND and 00/100 DOLLARS (\$10,000.00) of the funding provided by the County for the Agency's administrative support to the Commission will be allocated to such research and development.

1.2. **Collaboration:** During the Term of this Agreement, the Agency shall carry out the goals, objectives, and tasks of the Commission as outlined in the Joint Enabling Resolution establishing the Tallahassee-Leon County Commission on the Status of Women and Girls, a copy of which is attached hereto as Exhibit "A" and by reference is made a part hereof.

1.3. **Time of Performance and Payment:** The time within which this Agreement shall be performed and the method of payment for compensation shall be as follows:

1.3.1. Time of Performance. The County, the City, and the Agency hereby ratify and acknowledge the Agency's receipt of a written notice to proceed with the commencement of the Scope of Services effective October 1, 2014. All work and services required by this Agreement shall be performed between **October 1, 2014, and September 30, 2015**, unless the Commission is earlier dissolved by the County and the City or unless otherwise mutually agreed to in writing by the County, the City, and the Agency.

1.3.2. Payment. The County and City shall, no later than 30 days after executing this Agreement, pay as compensation to the Agency the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00), respectively for services to be provided for fiscal year 2014/2015.

1.3.2.1. In the event the Commission is dissolved, or the Agency's work and services are otherwise fully performed, prior to the end of a fiscal year for which the Agency has received an advance payment for compensation, the Agency shall reimburse the County and City in an amount pro-rated for the portion of the fiscal year during which the Agency's services will no longer be provided.

1.4. **Personnel and Subcontracting:**

1.4.1. The Agency represents that it has, or will secure at its own expense, all personnel required in performing the Scope of Services as described in Section 1.1 above. Such personnel shall not be employees of or have any contractual relationship with the County and City.

1.4.2. All work and services required hereunder will be performed by the Agency, or under its supervision, and all personnel engaged in the performance of work or services shall be fully qualified and properly authorized or licensed under applicable federal, state, and local law, statutes, and ordinances to perform such work or services.

1.4.3. None of the work or services to be performed under this Agreement shall be subcontracted without prior written approval of the County and City.

1.5. **Amendments:** The parties may, from time to time, amend this Agreement. Such amendments must be mutually agreed upon in writing by the County, the City and the Agency and set forth in a written document executed by duly authorized representatives of the parties to this Agreement.

1.6. **Termination of Contract for Cause:** If the Agency fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement, or if the Agency violates any of the covenants, agreements, provisions, or stipulations of this Agreement, the County and/or City shall have the right to terminate this Agreement by giving written notice of such termination to the Agency, specifying the reasons for the termination and the effective date thereof, at least five (5) days prior to the effective date of such termination. Notwithstanding such termination, the Agency shall be and remain liable to the County and/or City for all damages sustained by, and costs or expenses incurred by the County and/or City by virtue of any breach of the Agreement by the Agency.

1.7. **Termination of Contract for Convenience of County:** The County may terminate this Agreement in whole or in part at any time by giving written notice to the Agency of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

1.8. **Termination of Contract for Convenience of City:** The City may terminate this Agreement in whole or in part at any time by giving written notice to the Agency of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

1.9. **Assignment and Binding Effect:** The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County and City.

1.10. **Indemnification of the County:** The Agency shall indemnify, save and hold the County, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Agency, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement. Should the County, as a result of the performance or lack thereof by or on behalf of the Agency, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend County funds to complete or correct such performance, the Agency, upon demand by the County, shall refund and reimburse the County for all sums so reimbursed or expended by the County.

1.11. **Indemnification of the City:** The Agency shall indemnify, save and hold the City, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Agency, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement. Should the City, as a result of the performance or lack thereof by or on behalf of the Agency, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend City funds to complete or correct such performance, the Agency, upon demand by the City, shall refund and reimburse the City for all sums so reimbursed or expended by the City.

1.12. **Attorney Fees:** Nothing in this Agreement shall be construed to deny either party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement; provided, however, that nothing in this paragraph shall be construed to be a waiver of the County and/or City's sovereign immunity.

Article 2. ASSURANCES

2.1. **Equal Employment Opportunity:** The Agency shall comply with the prohibition against employment discrimination in Chapter 9, Leon County Code of Laws (the "Human Rights Code") by not engaging in the unlawful employment practices set forth in Article II therein on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation. Such unlawful employment practices include, but are not limited to, (i) failing or refusing to hire, discharge, promote, or otherwise discriminate against an individual with respect to compensation or the terms, conditions, or privileges of employment, or (ii) limiting, segregating, or classifying an employee in a way which

would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee. In addition, the Agency shall abide by any other employment discrimination prohibitions as provided by any other applicable laws. The Agency shall post in conspicuous places, available to employees and applicants for employment, any employment discrimination notices as provided by the County and/or the City setting forth the provisions of a nondiscrimination clause. The Agency shall incorporate this provision in all subcontracts for services provided under this Agreement.

2.2. **Nondiscrimination Under Title VI of Civil Rights Act of 1964:** The Agency covenants and promises that it will fully comply with Title VI of the Civil Rights Acts of 1964 (P.D. 88-352) and in accordance with Section 109 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to that Act. In accordance with this, no person in the United States shall, on the basis of race, color, disability, age, religion, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the recipient received financial assistance from the County and City.

2.3. **Interest of Members of the County and Others:** No officer, member or employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

2.4. **Interest of Members of the City and Others:** No officer, member or employee of the City and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

2.5. **Interest of the Agency:** The Agency on behalf of itself and its officers and officials, covenants that none of them presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work and services required to be performed under this Agreement. The Agency, on behalf of itself and its officers and officials, further covenants that in the performance of this Agreement, no person having such interest shall be employed.

2.6. **Records:** The Agency shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly the amount received and disposition by the Agency of all compensation received for its work and services. The Agency's records shall be subject at all reasonable times to inspection, copy and audit by the County, City, or its authorized representatives. The Agency shall preserve and make its records available to the County, City and its authorized representatives until

the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable law, statute, ordinance, rule, or regulation.

2.7. **Constitutional Prohibition:** The Agency shall not use Grant Funds for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

IN WITNESS THEREOF, the County, the City and the Agency have executed this Agreement as of the date first above written.

**THE OASIS CENTER FOR WOMEN &
GIRLS, INC.:**

Witness as to Agency

By: _____

(Type or print name and title of signatory)

Witness as to Agency

LEON COUNTY, FLORIDA

ATTEST:
BOB INZER,
CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

By: _____
Vincent S. Long, County Administrator

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

Herbert W.A. Thiele, Esq.
County Attorney

CITY OF TALLAHASSEE

ATTESTED BY:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Anita R. Favors-Thompson
City Manager

APPROVED AS TO FORM:

Lewis E. Shelley
City Attorney

CITY RESOLUTION NO. 13-R-20
RESOLUTION NO. 13- 11

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AND THE CITY OF TALLAHASSEE COMMISSION TO ESTABLISH AN ADVISORY COMMITTEE WHICH SHALL BE NAMED THE TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN AND GIRLS AND WHICH SHALL OPERATE AND FUNCTION AS A DECISION MAKING COMMITTEE.

WHEREAS, the Board of County Commissioners of Leon County, Florida (the "Board"), and the City of Tallahassee Commission (the "Commission") recognizes and acknowledges the importance of public involvement and input in County and City governments; and

WHEREAS, women and girls make up more than half of the population in Tallahassee/Leon County; and

WHEREAS, while there has been significant progress made, there is still work to be done before women and girls achieve economic, education, and employment parity; and

WHEREAS, we must understand the current challenges that face our female citizens in order to best equip women and girls with the knowledge, skills, and equal access to reach for the promise of tomorrow; and

WHEREAS, in order for the Board and the Commission to consider the input of the public in the matter of the status of women and girls in the community, including, but not limited to discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic, security, access to justice, freedom from violence and more, the Board and Commission wish to establish and appoint an advisory committee to function and operate in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution" ("Board-Appointed Advisory Committees") and in accordance with City Commission Policy No. 110, Citizen Advisory Boards Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY AND CITY COMMISSION OF TALLAHASSEE,
that:

1. The Board and the Commission hereby establish an advisory committee, to be named the Tallahassee-Leon County Commission on the Status of Women and Girls (the “Committee”), for the purpose of promoting matters pertaining to the status of women and girls in Tallahassee, Leon County.

2. The Committee shall function and operate as a Decision Making Committee in accordance with Board Policy No. 03-15, “Board-Appointed Advisory Committees” and City Commission Policy No. 110, Citizen Advisory Guidelines.

3. The Committee shall have as its goal the promotion of awareness on issues that affect women and girls in the community, including, but not limited to discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic security, access to justice, freedom from violence, and more.

4. The Committee shall be charged with the responsibility of providing input and recommendations to the Board and the Commission, as needed, on approaches with which to address issues affecting women and girls in Tallahassee, Leon County.

5. The Committee shall provide an annual written report to the Board and the Commission.

6. The Committee shall have twenty-one (21) members to be appointed as follows:

- a. Seven (7) shall be appointed by the Board. Each County Commissioner shall appoint one (1) member.
- b. Seven (7) shall be appointed by the Commission. The Mayor and each commissioner shall appoint one (1) member; the remaining two (2) appointments shall be made by the full Commission.

- c. Seven (7) members shall be appointed by the Committee and ratified by the Board and the Commission.
 - d. Each member shall serve a two-year term; however, the following committee appointments shall be made for an initial term of one (1) year: County Commission Districts 1, 3 and 5; City Commission Seats 2, and 4, and a full Commission appointment; and four appointments by the Committee. After the initial appointments, all terms shall be for two (2) years.
7. The members of the Committee shall not be subject to full and public disclosure of financial interests.
8. Members of the Committee appointed by the Board may not serve more than three consecutive terms. Members of the Committee appointed by the Commission may not serve more than two consecutive terms.
9. The Committee shall be assisted by the staff of the Oasis Center for Women & Girls, Inc. pursuant to a separate agreement with Leon County and the City of Tallahassee.
10. The Committee shall be dissolved only upon direction of the Board and the Commission.
11. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this 12th day of March, 2013 and by the City Commission of the City of Tallahassee this 13th day of March, 2013.



ATTESTED BY:

BY: John Stott, Deputy Clerk
Bob Inzer
Clerk of the Circuit Court

LEON COUNTY, FLORIDA

BY: Nicholas Maddox, Chairman
Board of County Commissioners

APPROVED AS TO FORM:
Leon County Attorney's Office
Leon County, Florida

BY: Herbert W. A. Thiele
Herbert W. A. Thiele
County Attorney

CITY OF TALLAHASSEE, FLORIDA

ATTESTED BY:

BY: James O. Cooke, IV
James O. Cooke, IV
City Treasurer-Clerk

BY: John R. Marks, III
John R. Marks, III
Mayor

APPROVED AS TO FORM:

BY: Lewis E. Shelley
Lewis E. Shelley
City Attorney

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**Leon County
Board of County Commissioners**


Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for September 23, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of September 24 through October 13, 2014

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Scott Ross, Director, Office of Financial Stewardship

Fiscal Impact:

This item has a fiscal impact. All funds authorized for the issuance of these checks have been budgeted.

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for September 23, 2014, and pre-approve the payment of bills and vouchers for the period of September 24 through October 13, 2014.

Title: Approval of Payment of Bills and Vouchers Submitted for September 23, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of September 24 through October 13, 2014

September 23, 2014

Page 2

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval September 23, 2014 and pre-approval of payment of bills and vouchers for the period of September 24 through October 13, 2014. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the September 23, 2014 meeting, the morning of Monday, September 22, 2014. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the fourth Tuesday in September nor the first Tuesday in October, It is advisable for the Board to pre-approve payment of the County's bills for September 24 through October 13, 2014, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for September 23, 2014, and pre-approve the payment of bills and vouchers for the period of September 24 through October 13, 2014.
2. Do not approve the payment of bills and vouchers submitted for September 23, 2014, and do not pre-approve the payment of bills and vouchers for the period of September 24 through October 13, 2014.
3. Board direction.

Recommendation:

Option #1.

VSL/AR/SR/cc

**Leon County
Board of County Commissioners**


Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 
Herbert W. A. Thiele, County Attorney

Title: Adoption of Proposed Revised Policy No. 06-03, Homestead Loss Prevention Program and Associated Resolution

County Administrator Review and Approval:	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W. A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Scott Ross, Director, Office of Financial Stewardship Dan Rigo, Assistant County Attorney

Fiscal Impact:

This item has a fiscal impact. It would be approximately \$19,000 to cover the cost of the applicant seeking participation in the Homestead Loss Prevention Program. According to the requirements of the Homestead Loss Prevention Program, the funds would be reimbursed to the County upon sale of the property, or when the estate is settled.

Staff Recommendation:

- Option #1: Adopt the proposed revised Policy No. 06-03, "Homestead Loss Prevention Program" (Attachment #1).
- Option #2: Adopt the Resolution providing for "Financial Assistance for the Redemption of Tax Certificates to Prevent a Tax Deed Sale on Homesteaded Property Resulting From Being Totally and Permanently Disabled (Attachment #2).

Report and Discussion

Background:

At the April 25, 2006 meeting, the Board adopted Policy No. 06-3, "Homestead Loss Prevention Program." The program was designed to provide financial assistance to property owners who faced the potential loss of homesteaded property due to the levy and nonpayment of special assessments associated with road and drainage improvements and sewage disposal systems. One of the program's initial criteria was that the Save Our Homes (SOH) value of the homesteaded property could be no greater than \$25,000.

In 2011, in response to concerns that some individuals may lose their homesteaded property due to the nonpayment of special assessments related to roadway and drainage improvements on property that had a SOH value greater than \$25,000, the Board modified the Policy, increasing the SOH homestead value to \$75,000.

The program was specifically designed to assist owners of homesteaded properties for the nonpayment of special assessments related to roadway and drainage improvement. The program does not address the non-payment of property taxes.

Analysis:

It has recently come to staff's attention, via the Clerk of Courts and Comptroller, that a homestead owner, who is completely and permanently disabled, may lose their home due to a pending tax deed sale for tax certificates sold for the non-payment of property taxes. The property is in the City limits, and does not have any special assessments. Currently, the individual is totally and permanently disabled, and statutorily is exempt from property taxes due to a total and permanent disability. However, prior to applying for this exemption, tax certificates were sold on the property, and the owner of the certificates is requesting a tax deed sale.

In order to prevent an owner of homesteaded property, who is totally and permanently disabled, from losing their homesteaded property, staff is recommending that Policy No. 06-3 be revised. The program would be changed to allow individuals, who have been granted an exemption from taxation, as defined in Section 196.101 Florida Statutes, due to total and permanent disability to participate in the program for tax certificates sold due to the non-payment of ad valorem taxes.

An inquiry with the Property Appraisers Office indicates that currently 68 quadriplegics are exempt from taxation due to permanent and total disability. Staff estimates that the number of individuals who would request participation in this program, due to past tax certificates being sold on homesteaded properties, to be very small. In fact, the recent case brought to staff's attention is the first of its kind.

The estimated fiscal impact for this particular parcel is approximately \$19,000, and funds are available in the Human Services and Community Partnerships' emergency assistance account. As specified in the program criteria, the financial assistance will be recorded as a lien on the property, and the owner would be responsible for satisfying the lien upon sale or change of ownership.

Options:

1. Adopt the proposed revised Policy No. 06-03, "Homestead Loss Prevention Program" (Attachment #1).
2. Adopt the Resolution providing for "Financial Assistance for the Redemption of Tax Certificates to Prevent a Tax Deed Sale on Homesteaded Property Resulting from Being Totally and Permanently Disabled" (Attachment #2).
3. Do not adopt the proposed revised Policy No. 06-03, "Homestead Loss Prevention Program."
4. Board direction.

Recommendations:

Options #1 and #2.

Attachments:

1. Revised Policy No. 06-03, Homestead Loss Prevention Program
2. Resolution to modify the Homestead Loss Prevention Program

Board of County Commissioners Leon County, Florida

Policy No. 06-3

Title: Homestead Loss Prevention Program

Date Adopted: ~~February 22, 2011~~ September 23, 2014

Effective Date: ~~February 22, 2011~~ September 23, 2014

Reference: Chapter 16, Article II, Improvements to Roads, Leon County Code;
Chapter 18, Article II, Division 2, Improvements to Water and Sewer Disposal Systems, Leon County Code;
Chapter 18, Article IV, Division 2, Improvements to Stormwater Control and Drainage Improvements Systems, Leon County Code;
Fla. Stat. §196.031, Exemption of Homesteads;
Fla. Stat. §196.101, Exemption for Totally and Permanently Disabled Persons

Policy Superseded: Policy No. 06-3, "Homestead Loss Prevention Program," adopted ~~April 25, 2006~~ February 22, 2011

It shall be policy of the Board of County Commissioners of Leon County, Florida that Policy No. 06-3, "Homestead Loss Prevention Program," adopted April 25, 2006 and amended on February 22, 2011, is superseded, and an amended policy is hereby adopted, to wit:

Article 1

Authority, Intent, Purpose, and Scope

- A. The authority set forth herein is delegated to the County Administrator, or designee.
- B. The intent of this Policy, in accordance with the Board's findings and declarations set forth in Resolutions 06-14, ~~and 11-09, and 14-~~, the contents of which are incorporated herein by this reference, is to establish the Homestead Loss Prevention Program to provide financial assistance as a last resort to an Owner facing the imminent loss of his or her Homestead Property by tax deed sale resulting ~~solely, or in part,~~ from the nonpayment of a Special Assessment or the financial impact of being totally and permanently disabled, and to prevent, with as little fiscal impact to the County as possible, any anticipated recurrence of the potential loss of such Owner's Homestead Property by tax deed sale in the future.
- C. The purpose of this Policy is to establish a uniform and clear policy and procedure to insure proper accountability and legal consistency in administering and managing the Program. These policies and procedures shall be followed, along with all applicable laws and professional ethics, in order to insure fair and equitable treatment to the County, the general public, and all affected participants.

D. This Policy shall govern any and all provision by the County of financial assistance to property owners for the redemption of tax certificates on homestead property resulting from nonpayment of a Special Assessment or the financial impact of being totally and permanently disabled. Furthermore, this Policy shall provide the exclusive policy and procedure for providing any such financial assistance, and shall supersede any and all provisions of other Board policies to the extent that such other provisions may be inconsistent with this Policy.

Article 2 Definitions

~~E.A.~~ 2/3 Program: the program established by ordinance and codified in the Leon County Code as Chapter 16, Article II and Chapter 18, Article II, Division 2, which collectively provides for the improvement of ~~streets roads~~, water, and ~~sewer~~ sewage disposal systems within the unincorporated area of the County.

~~F.B.~~ Agreement: the Agreement for Financial Assistance and Repayment, in such form as shall be approved by the County Attorney, executed by an Owner and recorded as a lien on the Homestead Property of the Owner, and which provides the terms of repayment by the Owner of any financial assistance advanced by the County in accordance with the Policy.

~~G.C.~~ Applicant: an Owner, or his or her authorized representative, who applies for financial assistance pursuant to the Program.

~~H.D.~~ Application: the Applicant's written request for financial assistance pursuant to the Program, in such written form as shall be approved by the County Attorney.

E. Assessed Value: the assessed value of a Homestead Property, as determined by the Leon County Property Appraiser, upon which the Tax Collector relies in establishing the amount of real property taxes due and payable by an Owner.

~~I.F.~~ Board: the Leon County Board of County Commissioners.

~~J.G.~~ CARDS Program: the programs established by ordinance and codified in the Leon County Code which result in the "County Acceptance of Roads and Drainage Systems" which, in addition to the 2/3 Program, includes the program codified in the Leon County Code as Chapter 18, Article IV, Division 2, which provides for improvements to stormwater control and drainage ~~improvements systems~~ within the unincorporated area of the County.

~~K.H.~~ County: Leon County, Florida, a charter county and political subdivision of the State of Florida.

~~L.I.~~ Health and Human Services: the Leon County Department of Health and Human Services.

~~M.J.~~ Homestead Property: ~~a parcel of residential real property upon which an Owner resides and in good faith makes the same his or her permanent residence, or the permanent residence of another or others legally or naturally dependent upon the Owner~~ the Owner's real property that is scheduled to be sold pursuant to a Notice of Application for Tax Deed.

~~N.K.~~ Homestead Property Tax Deferral Act: the statutory provision, at Fla. Stat. §197.242 or as may be amended from time to time, which entitles qualified persons to elect to defer

Homestead Loss Prevention Program
Policy No. 06-3

payment of a portion of the combined total of the ad valorem taxes and any non-ad valorem special assessments levied on that person's homestead.

~~Q.L.~~ Notice of Application for Tax Deed: the statutory notice prescribed by Fla. Stat. §197.522, or as that section may be amended from time to time, informing the Owner that an application for a tax deed has been made and that the Owner's Homestead Property will be sold at public auction unless back taxes are paid.

~~P.M.~~ Owner: a person who has legal or ~~beneficial equitable~~ title to a Homestead Property, and ~~who is entitled to the homestead exemptions provided in Fla. Stat. §196.031(1), or as that section may be amended from time to time~~ real property for which an exemption from taxation has been granted by the Property Appraiser pursuant to either Fla. Stat. §196.031, regarding exemption of homesteads, or Fla. Stat. §196.101, regarding exemption for totally and permanently disabled persons; such legal or equitable title may held by the entireties, jointly, or in common with others.

~~Q.N.~~ Policy: the Homestead Loss Prevention Program as adopted by the Board on April 25, 2006 ~~and~~, amended on February 22, 2011, and amended on September 23, 2014.

~~R.O.~~ Program: the Homestead Loss Prevention Program.

~~P.~~ Property Appraiser: the Leon County Property Appraiser.

~~S.Q.~~ Qualifying Tax Year: the tax year in which the sale occurred of the oldest tax certificate to be redeemed with the financial assistance sought by the Applicant.

~~T.R.~~ Special Assessment: a special assessment levied by the Board pursuant to its CARDS Program, which includes the 2/3 Program.

~~U.~~ Assessed Value: ~~the assessed value of a Homestead Property, as determined by the Leon County Property Appraiser, upon which the Tax Collector relies in establishing the amount of real property taxes due and payable by an Owner.~~

~~V.S.~~ Tax Collector: the Leon County Tax Collector.

~~W.T.~~ Written Procedures: the uniform and clear written procedures developed and maintained for implementation of the Board's directives in this Policy.

Article 3
Responsible Departments

A. The County Administrator, or designee, shall be charged with the responsibility of developing and maintaining uniform and clear written procedures for managing and administering the Board's directives in this Policy.

B. The Director of Health and Human Services shall be charged with the responsibility of managing and implementing the provision of the financial assistance in accordance with the directives in this Policy and the Written Procedures;

- C. The County Attorney, or designee, shall be charged with the following responsibilities:
1. Preparing, reviewing, and approving the form of any and all legal documents necessary for the implementation of the directives in this Policy and the Written Procedures;
 2. Providing legal advice, as necessary, in the development of the Written Procedures; and
 3. Providing legal support, as necessary, in the enforcement of the Owner's obligations pursuant to the terms of the Agreement for financial assistance.

Article 4

Article 4 Directives for Implementation of Policy Tax Deed Sale Due to Special Assessment

A. Qualification Criteria for Financial Assistance:

- ~~1.A.~~ Any Owner facing the imminent loss of his or her Homestead Property by tax deed sale resulting from the nonpayment of a Special Assessment, or his or her authorized representative, may submit to Health and Human Services a duly executed Application seeking financial assistance pursuant to the Program to prevent such loss.
- ~~2.B.~~ Upon receipt of the duly executed Application, Health and Human Services shall determine whether the Owner qualifies for such financial assistance by satisfying the following criteria:
- ~~a.1.~~ The Owner's Homestead Property must be subject to a tax certificate resulting solely, or in part, from the nonpayment of a Special Assessment;
 - ~~b.2.~~ The loss of the Owner's Homestead Property must be imminent as evidenced by the Owner's receipt of the Notice of Application for Tax Deed;
 - ~~c.3.~~ The Assessed Value of the Owner's Homestead Property for the Qualifying Tax Year must be no greater than Seventy-Five Thousand and 00/100 Dollars (\$75,000); ~~and~~
 - ~~d.4.~~ The Owner must provide evidence that he or she previously applied with the Tax Collector for relief under the Homestead Property Tax Deferral Act in the tax year for which the tax certificate was sold, and that such application for relief resulted in either: (i) rejection for not meeting the January 31 deadline, (ii) disapproval of the application in whole, or (iii) approval of relief in an amount insufficient to defer the entire amount of taxes due; ~~provided, however, that the satisfaction of this condition shall not be required if the Qualifying Tax Year is before 2006, and~~
 - ~~e.5.~~ The Owner's Homestead Property must not be subject to an existing or imminent legal action to foreclose a mortgage or other such secured claim, as evidenced by the absence of a recorded lis pendens against the Homestead pProperty and the written confirmation of the property owner that there are no pending delinquencies of mortgage payments greater than 90 days.
- ~~3.C.~~ The Applicant must provide written acknowledgment that the payment of any and all amounts not associated with the Special Assessments which may be necessary to redeem the tax certificates to prevent the sale of the Homestead Property by tax deed including, but not limited to, solid waste assessments, stormwater assessments, and ad valorem property taxes

shall be the responsibility of the Owner and shall be delivered to Health and Human Services at the time of signing the Agreement in the form of a cashier's check made payable to the Tax Collector.

~~B.D.~~ Upon confirmation that the Owner qualifies for such financial relief under ~~the Program~~ this Article 4, Health and Human Services shall be responsible for providing the Owner with documentation and guidance as necessary for the Owner to obtain the financial assistance and redeem the tax certificate in a manner sufficient to prevent the sale of the Owner's Homestead Property by tax deed.

Article 5

Tax Deed Sale Due to Total and Permanent Disability

- A. Any Owner facing the imminent loss of his or her Homestead Property by tax deed sale resulting from the financial impact of being totally and permanently disabled, or his or her authorized representative, may submit to Health and Human Services a duly executed Application seeking financial assistance pursuant to the Program to prevent such loss.
- B. Upon receipt of the duly executed Application, Health and Human Services shall determine whether the Owner qualifies for such financial assistance by satisfying the following criteria:
1. The Owner, as of the date of the Application, must have been granted an exemption from taxation for the Homestead Property pursuant to Fla. Stat. §196.101, based on one of the following conditions:
 - a. The Owner is a quadriplegic; or
 - b. The Owner is a paraplegic, hemiplegic, or any other totally and permanently disabled person who must use a wheelchair for mobility or who is legally blind; provided, however, that such Owner must also satisfy the income limitations pursuant to Fla. Stat. §196.101(4)(a);
 2. The loss of the Owner's Homestead Property must be imminent as evidenced by the Owner's receipt of the Notice of Application for Tax Deed
 3. The Owner's Homestead Property must not be subject to an existing or imminent legal action to foreclose a mortgage or other such secured claim, as evidenced by the absence of a recorded lis pendens against the Homestead Property and the written confirmation of the property owner that there are no pending delinquencies of mortgage payments greater than 90 days..
- C. Upon confirmation that the Owner qualifies for such financial relief under this Article 5, Health and Human Services shall be responsible for providing the Owner with documentation and guidance as necessary for the Owner to obtain the financial assistance and redeem the tax certificate in a manner sufficient to prevent the sale of the Owner's Homestead Property by tax deed.

Article 6
Agreement for Financial Assistance and Repayment:

~~1.A.~~ Before proceeding with the provision of financial assistance to the Owner, each Owner shall execute and deliver to Health and Human Services an Agreement for Financial Assistance and Repayment, in a form to be developed at the discretion of the County Attorney in the best interests of the County to include, but not be limited to, the following:

~~a.1.~~ an acknowledgment that the Owner has received the Notice of Application for Tax Deed;

~~b.2.~~ an acknowledgement that, with regard to financial assistance to prevent a tax deed sale due to a Special Assessment, the Owner has previously applied with the Tax Collector for relief under the Homestead Property Tax Deferral Act, and that such application for relief resulted in either: (i) disapproval of the application in whole, or (ii) approval of relief in an amount insufficient to defer the entire amount of taxes due;

~~c.3.~~ an acknowledgment that the Agreement shall be recorded as a lien against their Homestead Property, and that they will remain personally liable for the repayment of any and all amounts of financial assistance provided in the Agreement;

~~d.4.~~ an acknowledgement that, with regard to financial assistance to prevent a tax deed sale due to a Special Assessment, the amount of financial assistance provided in the Agreement shall be limited to: (i) the amount necessary to redeem only those portions of the tax certificates associated with the Special Assessment, and (ii) the amount necessary to pay off and satisfy any remaining balance of the Special Assessment not included in the redemption of the current tax certificates.

~~e.5.~~ the Owner's obligation to pay an annual finance charge, at the going rate in an amount not to exceed the maximum amount allowed by law, on any outstanding amounts of financial assistance remaining to be paid;

~~f.6.~~ the Owner's obligation to repay any and all outstanding amounts of financial assistance remaining to be paid in the Agreement, plus any accrued interest, upon the occurrence of either of the following events: (i) a change in the use of the Owner's Homestead Property such that the Owner is no longer entitled to claim a homestead exemption for such property pursuant to Fla. Stat. ~~§196.031(1) Chapter 196, or as that section may be amended from time to time~~, or (ii) any change in the ownership of the Owner's Homestead Property, except for a change in ownership to a surviving spouse when such spouse is eligible to claim the homestead exemption on such property pursuant to Fla. Stat. §196.031(1); and

~~g.7.~~ the Owner's obligation to pay any and all attorney's fees and costs incurred by the County in any action to enforce repayment of any delinquent amounts of financial assistance provided in the Agreement

~~2.B.~~ Upon the receipt by Health and Human Services of an Agreement duly executed by an Owner, Health and Human Services shall be responsible for timely delivering to the Tax Collector the amounts of financial assistance as provided in the Agreement, and for assuring that the payment of such amounts to the Tax Collector are adequate to prevent the sale of the Owner's Homestead Property by tax deed.

Homestead Loss Prevention Program
Policy No. 06-3

~~3.C.~~ In the event any amount of financial assistance provided in the Agreement, plus accrued interest, remains unpaid for more than ninety (90) days after becoming due and payable, such amount shall be deemed delinquent and the County Attorney shall thereafter be authorized to commence, if in the best interest of the County, any legal action available by law for the recovery of the delinquent amount.

RESOLUTION: 14-_____

FINANCIAL ASSISTANCE FOR THE REDEMPTION OF TAX CERTIFICATES TO PREVENT TAX DEED SALE ON HOMESTEAD PROPERTY RESULTING FROM BEING TOTALLY AND PERMANENTLY DISABLED

WHEREAS, on April 25, 2006, the Leon County Board of County Commissioners (the “Board”) adopted Resolution 06-14 in support of the Board’s adoption of Policy 06-3, Homestead Loss Prevention Program (the “HLPP Policy”), which provides financial assistance as a last resort to property owners who face the potential loss of a homestead property resulting solely from the levy and nonpayment of a special assessment in the Board’s two programs for improvements to roads and water and sewage disposal systems (collectively the “2/3 Program”); and

WHEREAS, on February 22, 2011, the Board adopted Resolution 11-09 in support of the Board’s adoption of a revised HLPP Policy which expanded the scope of the HLPP Policy to (i) reflect the increased homestead exemption amount and make it applicable to the increased number of property owners that would most likely to be in need of the financial assistance, (ii) provide for the prevention of a future reoccurrence of the issuance of tax certificates on the same homestead property for nonpayment of a special assessment, and (iii) include a third special assessment program for improvements to stormwater control and drainage systems which, along with the 2/3 Program, was collectively renamed the County Acceptance of Roads and Drainage Systems Program (“CARDS Program”); and

WHEREAS, the Board, in Resolution 06-14, established that the prevention of the loss of an individual’s homestead property is a paramount public purpose, especially when such loss results solely from the individual’s inability to pay a special assessment levied by the County in its 2/3 Program and collected by the Tax Collector through the Uniform Method of Collection; and

WHEREAS, the Board, in Resolution 11-09, further established that the prevention of a future reoccurrence of the issuance of tax certificates on the same homestead property for nonpayment of a Special Assessment which, in turn, reduces the potential financial impact to the

County associated with any future financial assistance that might have been provided to such property owner, also represents a paramount public purpose; and

WHEREAS, the Board recognizes that a further need exists to assist property owners who are facing the potential loss of a homestead property because of the financial hardship from being totally and permanently disabled; and

WHEREAS, the Florida Legislature long ago declared the public purpose in providing such assistance with the enactment of Section 196.101, Florida Statutes, which allows for an exemption from taxation on homestead properties owned by totally and permanently disabled persons; and

WHEREAS, it is the desire of the Board to expand the scope HLPP Policy to include a provision to provide financial assistance as a last resort to such property owners who face the potential loss of a homestead property because of the financial hardship from being totally and permanently disabled.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The prevention of the loss of an individual's homestead property is a paramount public purpose, especially when such loss results from the financial hardship from being totally and permanently disabled.

2. In order to safeguard against the loss of homestead properties in such cases of financial hardship, the Board finds that it is of paramount public importance to expand the HLPP Policy to provide financial assistance to totally and permanently disabled property owners who have been granted an exemption from taxation pursuant to Section 196.101, Florida Statutes, as a means of last resort to avoid the loss of a homestead property.

3. A property owner may qualify for such financial assistance upon meeting the following criteria:

a. He or she, as of the date of application for such assistance, must have been granted an exemption from taxation for his or her homestead property pursuant to Section 196.101, Florida Statutes, based on one of the following conditions:

- (1) He or she is a quadriplegic; or
- (2) He or she is a paraplegic, hemiplegic, or any other totally and permanently disabled person who must use a wheelchair for mobility or who is

legally blind; provided, however, that he or she must also satisfy the income limitations pursuant to Fla. Stat. §196.101(4)(a);

b. The loss of title to the homestead property must be imminent as evidenced by his or her receipt of the statutory notice informing them that an application for a tax deed has been made and that their homestead property will be sold at public auction unless back taxes are paid; and

c. The homestead property must not be subject to an existing or imminent legal action to foreclose a mortgage or other such secured claim, as evidenced by the absence of a recorded lis pendens against the homestead property and the written confirmation of the property owner that there are no pending delinquencies of mortgage payments greater than 90 days.

5. The financial assistance provided through the Program shall be in the form of a loan to the qualifying property owner in an amount no greater than the amount necessary to redeem the tax certificates associated with the application for a tax deed, and such loan amount, together with accrued interest, shall be secured with a lien on the homestead property payable upon the occurrence of either of the following events:

a. a change in the use of the property such that the owner is no longer entitled to claim a homestead exemption for such property pursuant to Section 196.101, Florida Statutes, or;

b. a transfer of ownership of the property by sale, probate, or other such conveyance.

6. This Resolution shall supplement the provisions in the Board's Resolutions 06-14 and 11-09; provided, however, that to the extent of any conflict between the provisions herein and Resolutions 06-14 and 11-09, the provisions herein shall control.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 23rd day of September, 2014.

LEON COUNTY, FLORIDA

By: _____
Kristin Dozier, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Circuit Court
And Comptroller, Leon County, Florida

APPROVED AS TO FORM:

Office of the County Attorney
Leon County, Florida

By: _____

By: _____
County Attorney

**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Fiscal Year 2013/2014 Tangible Personal Property Annual Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Shelly Kelley, Purchasing Director
Lead Staff/ Project Team:	Don Tobin, Purchasing and Contract Administrator Jay Kirkland, Purchasing Agent and Property Control Specialist

Fiscal Impact:

This item has a fiscal impact to the County. Revenues from surplus auctions are contemplated in the FY 2104 budget.

Staff Recommendation:

- Option #1: Accept the FY13/14 Tangible Personal Property Annual Report.
- Option #2: Authorize the deletion of 494 tangible personal property items from the Property Control records (Attachment #1).

Report and Discussion

Background:

Property Control is required to provide an annual report of the of the County’s tangible personal property. Florida Statutes and the Rules of the Chief Financial Officer require that each Board of County Commissioners conduct an annual physical inventory of all tangible personal property items. The Board is responsible for maintaining inventory control on all items under its authority, as well as items of the Property Appraiser, the Tax Collector, the Clerk of Courts, Supervisor of Elections, and the Health Department. The Sheriff is charged by Florida Statutes with maintaining his own inventory control system.

In keeping with the Rules of the State's Chief Financial Officer for missing items (Rule 69I-73.001 F.A.C.), the Board has authorized Property Control to place items not found during the annual inventory in a holding category of Items Not Found First Year. Each custodian with items in this category is provided a list and instructions to make every effort to locate the missing items. Items not found during the following annual inventory are brought to the Board for approval to delete from the Property Control records.

Analysis:

Surplus Auctions

Disposition of tangible personal property of local governments is tightly controlled by Chapter 274, Florida Statutes. The statute requires counties to dispose of tangible personal property by public sale, either to other government units or to the public. Several sales were held this year via onsite auctions, and utilization of PublicSurplus.com internet auction site.

Net proceeds are reflected in Table 1.

Table 1.

October 24, 2013	On-site Vehicle/Heavy Equipment	\$29,900
January 17, 2014	On-site Vehicle/Heavy Equipment	\$14,200
April 7, 2014	On-site Vehicle/Heavy Equipment	\$39,000
July 18, 2014	On-site Vehicle/Heavy Equipment	\$61,495
Throughout FY13/14	Internet Vehicle/Heavy Equipment, Office Equipment	\$39,330
Total		\$183,925

Annual Inventory

Purchasing division staff and department custodians have recently completed the FY13/14 annual inventory of 7,206 tangible personal property assets valued at \$55,505,600. All items were found.

Deletion of Property Items

There are various reasons items need to be deleted from the property records. Reasons for deletion include being sold, donated, traded-in, dealer buy-back, returned, discarded, cannibalized, lost, recycled, transferred, and inventory not found for two years.

Listed in Table 2 are the reasons for deletion and the number of items by category. The total number of property items to be deleted is 494. Attachment #1 contains a list of tangible personal property items to be deleted. .

Table 2: Deleted Inventory Items

Reason	Number of Items
Sold	37
Donated to Goodwill Computer Store per board direction	426
Traded-in, dealer buy-back, returned	10
Discarded, cannibalized, junked, lost, recycled, record correction	17
Totaled vehicle	1
Stolen	3
Total	494

Options:

1. Accept the FY13/14 Tangible Personal Property Annual Report.
2. Authorize deletion of the listed 494 tangible personal property items from the Property Control records (Attachment #1).
3. Board direction.

Recommendation:

Options #1 and #2.

Attachment:

1. List of tangible personal property to be deleted from the Property Control records

VSL/SR/SK/DT/jk

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

STOLEN ASSETS

32592 TRACTOR/LOADER JD 4320
32670 JD ROTARY TILLER 665
33291 PALLET FORK

TRADED ASSETS

19946 PHONE SYSTEM, OFFICE
25882 TRACTOR, NEW HOLLAND
29614 CHEVROLET PICK-UP TRUCK
29884 GMC PICK-UP TRUCK
31822 GMC SIERRA 1500
32078 DIFIB/MONITOR LIFEPAK 12
32784 MOTOR GRADER, VOLVO G930
32785 MOTOR GRADER, VOLVO G930
32786 MOTOR GRADER, VOLVO G930
34116 CAT MOTORGRADER, 12M

RECORDS CORRECTION

34411 ROUND SIDE TABLE
34412 ROUND SIDE TABLE
34413 ROUND SIDE TABLE
34414 ROUND SIDE TABLE

LOST ASSETS

30970 MOTOROLA PORTABLE XTS2500
31802 MOTOROLA PORTABLE XTS2500
32116 MOTOROLA PORTABLE XTS1500
32124 MOTOROLA PORTABLE XTS1500

ASSETS DONATED TO GOODWILL PER BOARD DIRECTION

30134 CPU,DELL SX280
22510 LASER PRINTER (H.P. LASERJET 5
23065 PRINTER (H.P. LASERJET 5
24054 LASER PRINTER (H.P. LASERJET 4
24249 LASER PRINTER (H.P. LASERJET 4
25261 PRINTER - HP 4050N
25930 PRINTERS, HP 4050N
25931 PRINTERS, HP 4050N
26262 PRINTER, HP 4050N
26898 COMPUTER, ITI SUPER MINITOWER
28122 TABLET PC COMPAQ TC1000
28845 LASERJET PRINTER
28846 LASERJET PRINTER
28848 LASERJET PRINTER
28909 ATX SUPER MINI TOWER
28910 ATX SUPER MINI TOWER

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

28911 ATX SUPER MINI TOWER
28912 ATX SUPER MINI TOWER
28913 ATX SUPER MINI TOWER
28914 ATX SUPER MINI TOWER
28915 ATX SUPER MINI TOWER
28916 ATX SUPER MINI TOWER
28917 ATX SUPER MINI TOWER
28919 ATX SUPER MINI TOWER
28921 ATX SUPER MINI TOWER
28922 ATX SUPER MINI TOWER
28923 ATX SUPER MINI TOWER
28924 ATX SUPER MINI TOWER
28925 ATX SUPER MINI TOWER
28926 ATX SUPER MINI TOWER
28927 ATX SUPER MINI TOWER
28928 ATX SUPER MINI TOWER
29573 CPU, LAPTOP DELL D600
30127 CPU,DELL SX280
30128 CPU,DELL SX280
30129 CPU,DELL SX280
30131 CPU,DELL SX280
30135 CPU,DELL SX280
30211 CPU,LAPTOP DELL D810
30212 CPU,LAPTOP DELL D810
31308 CPU,DELL OPTIPLEX 745
31311 CPU,DELL OPTIPLEX 745
31313 CPU,DELL OPTIPLEX 745
31314 CPU,DELL OPTIPLEX 745
31315 CPU,DELL OPTIPLEX 745
31316 CPU,DELL OPTIPLEX 745
31317 CPU,DELL OPTIPLEX 745
31319 CPU,DELL OPTIPLEX 745
31320 CPU,DELL OPTIPLEX 745
31321 CPU,DELL OPTIPLEX 745
31322 CPU,DELL OPTIPLEX 745
31329 CPU,DELL OPTIPLEX 745
31330 CPU,DELL OPTIPLEX 745
31331 CPU,DELL OPTIPLEX 745
31332 CPU,DELL OPTIPLEX 745
31333 CPU,DELL OPTIPLEX 745
31335 CPU,DELL OPTIPLEX 745
31336 CPU,DELL OPTIPLEX 745
31338 PRINTER, HP 4250N
31753 CPU, TOUGHBOOK 19
31759 CPU, TOUGHBOOK 19
32969 CPU, PANASONIC TOUGHBOOK tablet

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

15419 PRINTER
19834 FAX MACHINE, PLAIN-PAPER (MITA
20976 LASER PRINTER (H. P. LASERJET
22735 LASER PRINTER (H.P. LASERJET 5
23714 LASER PRINTER (H.P. LASERJET 4
23921 LASER PRINTER (H.P. LASERJET 4
23922 LASER PRINTER (H.P. LASERJET 4
24218 LASER PRINTER (H.P. LASERJET 4
24219 LASER PRINTER (H.P. LASERJET 4
24713 PRINTER LASER JET
24739 PRINTER HP 4000N
24970 PRINTER, HP 4050N
25052 PRINTER, HP 4050N
25174 PRINTER HP 8000N
25175 PRINTER HP 8000N
25259 PRINTER - HP 4050N
25695 PRINTER, HP 4050N
25697 PRINTER, HP 4050N
25699 PRINTER, HP 4050N
25777 PRINTER, HP 8000N
25924 PRINTERS, HP 4050N
25925 PRINTERS, HP 4050N
25927 PRINTERS, HP 4050N
25960 LAPTOP, PANASONIC CF71
25961 PRINTER, HP 4050N
25962 PRINTER, HP 4050N
26030 PRINTER, HP 4050N
26031 PRINTER, HP 4050N
26038 COMPUTER, DELL DIMENSION 4100
26103 COMPUTER, ITI SUPER MINITOWER
26641 PRINTER, HP 4050TN
26661 PRINTER, HP 4050TN
26663 PRINTER, HP 4050N
26699 COMPUTER, ITI SUPER MINITOWER
26810 PRINTER, HP 2200DN
26817 COMPUTERS, ITI SUPER MINITOWER
26823 COMPUTERS, ITI SUPER MINITOWER
26824 COMPUTERS, ITI SUPER MINITOWER
26838 COMPUTERS, ITI SUPER MINITOWER
26841 COMPUTERS, ITI SUPER MINITOWER
26935 COMPUTER, ITI SUPER MINITOWER
26937 COMPUTER, ITI SUPER MINITOWER
26943 COMPUTER, ITI SUPER MINITOWER
26979 COMPUTER, ITI SUPER MINITOWER
26984 COMPUTER, ITI SUPER MINITOWER
26998 COMPUTERS, ITI SUPER MINITOWER

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

27132 PRINTER, HP 4100N
27153 COMPUTER, ITI SUPER MINI TOWER
27155 COMPUTER, ITI SUPER MINI TOWER
27156 COMPUTER, ITI SUPER MINI TOWER
27179 COMPUTER, ITI MINI TOWER
27189 COMPUTER, ITI MINI TOWER
27201 COMPUTER, ITI SUPER MINI TOWER
27211 COMPUTER, ITI SUPER MINI TOWER
27268 LAPTOP, GATEWAY 5350B
27269 LAPTOP, GATEWAY 5350B
27270 LAPTOP, GATEWAY 5350B
27271 LAPTOP, GATEWAY 5350B
27272 LAPTOP, GATEWAY 5350B
27310 COMPUTER, ITI SUPER MINI TOWER
27415 COMPUTER, ITI SUPER MINI TOWER
27417 COMPUTER, ITI SUPER MINI TOWER
27420 COMPUTER, ITI SUPER MINI TOWER
27423 COMPUTER, ITI SUPER MINI TOWER
27428 COMPUTER, ITI SUPER MINI TOWER
27631 LAPTOP GATEWAY 9550
27636 HP 4100 LASERJET
27641 COMPUTERS
27680 COMPUTER
27694 CANNON FAX LC2060
27764 MINI TOWERS
27765 CPU, ITI
27823 COMPUTER SUPER MINI TOWER
27824 COMPUTER ATX MINI TOWER
27872 COMPUTERS ATX MINITOWER
27881 SUPER MINI TOWER COMPUTER
27883 SUPER MINI TOWER COMPUTER
27885 SUPER MINI TOWER COMPUTER
27892 SUPER MINI TOWER COMPUTER
27896 SUPER MINI TOWER COMPUTER
27897 SUPER MINI TOWER COMPUTER
27899 SUPER MINI TOWER COMPUTER
27903 SUPER MINI TOWER COMPUTER
27904 SUPER MINI TOWER COMPUTER
27966 PRINTER, LASERJET 4250N
27991 CPU, ITI MINI TOWER
28000 ATX MINI TOWER 300W
28008 ATX MINI TOWER 300W
28011 ATX MINI TOWER 300W
28012 ATX MINI TOWER 300W
28019 ATX MINI TOWER 300W
28114 COMPUTER SUPER MINI TOWER

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

28123 SUPER MINI TOWER COMPUTER
28124 SUPER MINI TOWER COMPUTER
28127 SUPER MINI TOWER COMPUTER
28128 SUPER MINI TOWER COMPUTER
28129 SUPER MINI TOWER COMPUTER
28130 SUPER MINI TOWER COMPUTER
28131 SUPER MINI TOWER COMPUTER
28134 SUPER MINI TOWER COMPUTER
28135 SUPER MINI TOWER COMPUTER
28149 COMPUTER, ITI
28266 HP LASERJET PRINTER
28448 SUPER MINI TOWER
28450 SUPER MINI TOWER
28451 SUPER MINI TOWER
28454 HP LASERJET 2500N
28457 HP LASERJET 4300N
28834 SUPER MINITOWER ATX
28838 SUPER MINITOWER ATX
29048 ATX SUPER MINI TOWER
29145 ATX SUPER MINITOWER
29146 ATX SUPER MINITOWER
29157 ATX SUPER MINITOWER
29398 SUPER MINI TOWER
29402 SUPER MINI TOWER
29478 PRINTER
29521 CPU, DELL 360 MINITOWER
29707 COMPUTER DELL 4300
29738 SCANNER, BELL&HOWELL
29746 CPU, LAPTOP DELL D800
29786 POWERVAULT 220S
29787 POWERVAULT 220S
29788 SERVER DELL 2650
29813 COMPUTER, OPTIPLEX SX280
29814 COMPUTER, OPTIPLEX SX280
29816 COMPUTER, OPTIPLEX SX280
29817 COMPUTER, OPTIPLEX SX280
29819 COMPUTER, OPTIPLEX SX280
29827 COMPUTER, OPTIPLEX SX280
29829 COMPUTER, OPTIPLEX SX280
29830 COMPUTER, OPTIPLEX SX280
29831 COMPUTER, OPTIPLEX SX280
29832 COMPUTER, OPTIPLEX SX280
29835 COMPUTER, OPTIPLEX SX280
29837 COMPUTER, OPTIPLEX SX280
29838 COMPUTER, OPTIPLEX SX280
29844 COMPUTER, OPTIPLEX SX280

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

29846 COMPUTER, OPTIPLEX SX280
29850 COMPUTER, OPTIPLEX SX280
29854 COMPUTER, OPTIPLEX SX280
29855 COMPUTER, OPTIPLEX SX280
29857 COMPUTER, OPTIPLEX SX280
29879 COMPUTER, TOUGHBOOK
29881 COMPUTER, TOUGHBOOK
29931 COMPUTER, OPTIPLEX GX280
29935 COMPUTER, OPTIPLEX GX280
29937 COMPUTER, OPTIPLEX GX280
29948 COMPUTER, OPTIPLEX SX280
29949 COMPUTER, OPTIPLEX SX280
29950 COMPUTER, OPTIPLEX SX280
29956 COMPUTER, OPTIPLEX SX280
29963 COMPUTER, OPTIPLEX SX280
29964 COMPUTER, OPTIPLEX SX280
29965 COMPUTER, OPTIPLEX SX280
29966 COMPUTER, OPTIPLEX SX280
29967 COMPUTER, OPTIPLEX SX280
29970 COMPUTER, OPTIPLEX SX280
29980 COMPUTER, OPTIPLEX SX280
29981 COMPUTER, OPTIPLEX SX280
29984 COMPUTER, OPTIPLEX SX280
29986 COMPUTER, OPTIPLEX SX280
29988 COMPUTER, OPTIPLEX SX280
29989 COMPUTER, OPTIPLEX SX280
29990 COMPUTER, OPTIPLEX SX280
29991 COMPUTER, OPTIPLEX SX280
29996 COMPUTER, OPTIPLEX SX280
29998 COMPUTER, OPTIPLEX SX280
30000 COMPUTER, OPTIPLEX SX280
30063 COMPUTER, DELL OPTIPLEX SX280
30066 COMPUTER, DELL OPTIPLEX SX280
30073 PRINTER, HP, LJ, 4250N
30074 PRINTER, HP, LJ, 4250N
30081 PRINTER, HP, LJ, 4250N
30104 PRINTER, HP 4250N
30105 PRINTER, HP 4250N
30148 CPU, DELL SX280
30242 CPU, DELL SX280
30243 CPU, DELL SX280
30276 SERVER DELL 2850
30326 CPU, DELL GX620
30327 CPU, DELL GX620
30328 CPU, DELL GX620
30341 CPU, DELL GX620

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

30417 CPU,DELL 380
30463 CPU,DELL GX620
30501 CPU, LAPTOP DELL D610
30502 PRINTER HP2840
30510 CPU,DELL PRECISION 380
30518 CPU,DELL GX620
30529 CPU,DELL GX620
30556 CPU, DELL GX620
30557 CPU, DELL GX620
30559 CPU, DELL GX620
30561 CPU, DELL GX620
30562 CPU, DELL GX620
30563 CPU, DELL GX620
30565 CPU, DELL GX620
30566 CPU, DELL GX620
30567 CPU, DELL GX620
30568 CPU, DELL GX620
30569 CPU, DELL GX620
30570 CPU, DELL GX620
30571 CPU, DELL GX620
30573 CPU, DELL GX620
30575 CPU, DELL GX620
30576 CPU, DELL GX620
30577 CPU, DELL GX620
30578 CPU, DELL GX620
30579 CPU, DELL GX620
30581 CPU, DELL GX620
30585 CPU, DELL GX620
30586 CPU, DELL GX620
30588 CPU, DELL GX620
30590 CPU, DELL GX620
30591 CPU, DELL GX620
30592 CPU, DELL GX620
30593 CPU, DELL GX620
30597 CPU, DELL GX620
30598 CPU, DELL GX620
30600 CPU, DELL GX620
30601 CPU, DELL GX620
30603 CPU, DELL GX620
30604 CPU, DELL GX620
30608 CPU, DELL GX620
30614 CPU, DELL GX620
30615 CPU, DELL GX620
30618 CPU, DELL GX620
30619 CPU, DELL GX620
30620 CPU, DELL GX620

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

30623 CPU, DELL GX620
30624 CPU, DELL GX620
30625 CPU, DELL GX620
30629 CPU, DELL GX620
30631 CPU, DELL GX620
30634 CPU, DELL GX620
30635 CPU, DELL GX620
30636 CPU, DELL GX620
30637 CPU, DELL GX620
30639 CPU, DELL GX620
30640 CPU, DELL GX620
30641 CPU, DELL GX620
30642 CPU, DELL GX620
30643 CPU, DELL GX620
30648 CPU, DELL GX620
30649 CPU, DELL GX620
30650 CPU, DELL GX620
30652 CPU, DELL GX620
30653 CPU, DELL GX620
30654 CPU, DELL GX620
30660 CPU, LAPTOP DELL 810
30663 CPU, LAPTOP DELL 810
30665 CPU, LAPTOP DELL 810
30666 CPU, LAPTOP DELL 810
30671 CPU, LAPTOP DELL 810
30674 CPU, LAPTOP DELL D810
30699 CPU, DELL GX620
30721 CPU, GATEWAY PROFILE 5.5
30765 LAPTOP,PANASONIC TOUGHBOOK29
30780 CPU, DELL GX620
30781 CPU, DELL GX620
30786 CPU, DELL GX620
30789 CPU, DELL GX620
30790 CPU, DELL GX620
30791 CPU, DELL GX620
30793 CPU, DELL GX620
30794 CPU, DELL GX620
30796 CPU, DELL GX620
30800 CPU, DELL GX620
30801 CPU, DELL GX620
30803 CPU, DELL GX620
30804 CPU, DELL GX620
30805 CPU, DELL GX620
30809 CPU, DELL GX620
30815 CPU, DELL GX620
30816 CPU, DELL GX620

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

30818 CPU, DELL GX620
30819 CPU, DELL GX620
30824 CPU, DELL GX620
30825 CPU, DELL GX620
30826 CPU, DELL GX620
30829 CPU, DELL GX620
30830 CPU, DELL GX620
30831 CPU, DELL GX620
30832 CPU, DELL GX620
30833 CPU, DELL GX620
30834 CPU, DELL GX620
30837 CPU, DELL GX620
30838 CPU, DELL GX620
30839 CPU, DELL GX620
30840 CPU, DELL GX620
30842 CPU, DELL GX620
30843 CPU, DELL GX620
30849 SERVER, DELL 6850
30866 CPU, LAPTOP DELL D810
30910 CPU, DELL LAPTOP D810
30913 UPS, APC 3000
30987 SERVER, DELL 2850
31184 CPU, DELL GX620
31228 CPU, DELL GX620
31266 CPU, DELL PRECISION 390
31269 CPU, DELL PRECISION 390
31271 CPU, DELL PRECISION 390
31272 CPU, DELL PRECISION 390
31285 CPU, DELL GX620
31287 CPU, LAPTOP DELL D810
31291 CPU, DELL OPTIPLEX GX620
31292 CPU, DELL OPTIPLEX GX620
31297 CPU, PANASONIC TOUGHBOOK 29
31298 CPU, PANASONIC TOUGHBOOK 29
31299 CPU, PANASONIC TOUGHBOOK 29
31300 CPU, PANASONIC TOUGHBOOK 29
31301 CPU, PANASONIC TOUGHBOOK 29
31305 CPU, DELL GX620
31342 CPU, GATEWAY PROFILE 6
31346 CPU, GATEWAY PROFILE 6
31361 CPU, GATEWAY PROFILE 6
31396 CPU, GATEWAY PROFILE 6
31415 CPU, DELL OPTIPLEX 748
31416 CPU, DELL PRECISION 390
31417 CPU, DELL PRECISION 390
31418 CPU, DELL PRECISION 390

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

31460 CPU, DELL OPTIPLEX 745
31462 CPU, DELL OPTIPLEX 745
31464 CPU, DELL OPTIPLEX 745
31466 CPU, DELL OPTIPLEX 745
31468 CPU, DELL OPTIPLEX 745
31469 CPU, DELL OPTIPLEX 745
31470 CPU, DELL OPTIPLEX 745
31477 CPU, DELL OPTIPLEX 745
31480 CPU, DELL OPTIPLEX 745
31488 CPU, DELL OPTIPLEX 745
31621 CPU, DELL OPTIPLEX 745
31623 CPU, DELL OPTIPLEX 745
31649 CPU, DELL 745
31651 CPU, DELL 745
31652 CPU, DELL 745
31704 CPU, DELL 745
31726 PRINTER, HP 4250N
31730 PRINTER, HP 4250N
31742 CPU, DELL 745
31761 PRINTER, HP 4250N
31762 PRINTER, HP 4250N
31766 PRINTER, HP 4250N
31774 CPU, DELL 745
31775 CPU, DELL 745
31776 CPU, DELL 745
31803 PRINTER, DELL 5110CN
31806 UPS, APC SMARTUPS XL 3000VA
31815 CPU, DELL 745
32468 PRINTER, DELL 5210N
32560 CPU, DELL PRECISION T3400
32676 CPU, DELL 760
32751 CPU, DELL 760
32985 CPU, LAPTOP HP 2510P
33286 PRINTER, HP 4015N
33677 CPU, LAPTOP HP PROBOOK 6550b
34167 MOBILE PRINTER, ZEBRA
34168 MOBILE PRINTER, ZEBRA
34192 PRINTER, HP 4015N
34206 PRINTER, HP 5200DTN
34217 CPU DELL T3500
34263 IPAD
34812 CPU, DELL 7010
34816 CPU, DELL 7010

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

DISCARDED, RECYCLED, TOTALED ASSETS

14388 PROJECTOR/SHARP
30739 DRIP TORCH
16217 READER-PRINTER, ROLL CARRIER
27358 CISCO WIRELESS ACCESS POINTS
27359 CISCO WIRELESS ACCESS POINTS
27362 CISCO WIRELESS ACCESS POINTS
27944 CISCO SWITCH 3524XL
29888 CATALYST, 2950-12
31612 PROJECTOR, LCD
34387 INTERNATIONAL AMBULANCE

SOLD ASSETS

26241 BALER
27692 YARD RAMP
04142 PIANO, SPINNETT (EVERETT)
06753 LEVEL, SURVEYING (ZEISS NI2)
08870 LEVEL, AUTO. (WILD)
09807 THEODOLITE (WILD T-16)
12066 STEREOSCOPE W/BNA 8X EYEPIECE
15848 STEREOSCOPE TRACK ATTACHMENT
15856 HAY WAGON, 6-WHEEL (KNOWLES T1)
15997 EDM/DISTOMAT LEVEL (WILD DI-10)
21519 CARGO VAN (GMC G21305)
23570 DODGE 1500
25117 STERLING DUMP TRUCK
25624 TRUCK, ROLL-OFF, 2000 STERLING
25707 PLOTTER/PRINTER, HP 1055CM
25963 WINNEBAGO
27063 TRACTOR, JD 6410
27667 ANDERSON TRAILER
27939 VAN, FORD WINDSTAR
28152 VOLVO DUMP TRUCK
28940 F-350 AMBULANCE
29428 MOWER, BUSH HOG, 3710
29497 HYDRAULIC LOADER
29563 FORD EXPLORER
30228 SCANNER, IDEAL WIDE FORMAT
30323 BUSH HOG 3710 BATWING
31148 PROJECTOR, SANYO
31149 PROJECTOR, SANYO
31150 PROJECTOR, SANYO
31151 PROJECTION SCREEN
31152 PROJECTION SCREEN
31599 MOWER, EXMARK TURF TRACER
31908 ROLLING BRIDGE JACK
31909 ROLLING BRIDGE JACK

**TANGIBLE PERSONAL PROPERTY TO BE DELETED FROM PROPERTY
CONTROL RECORDS**

31932 SWEEPER, ROSCO SWEEP PRO
32762 VACUUM, TENNANT ATLV4300
33031 JD WALK-BEHIND MOWER 7H17

**Leon County
Board of County Commissioners**


Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Award Bid to LGX Corporation for Reverse Auction Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Shelly Kelley, Purchasing Director Don Tobin, Purchasing & Contract Administrator

Fiscal Impact:

This item has no fiscal impact to the County. Fees associated with the utilization of reverse auctions will be the responsibility of winning vendors.

Staff Recommendation:

- Option #1: Approve the award of bid to the LGX Corporation for Reverse Auction Services, authorize staff to negotiate the agreement, and authorize the County Administrator to execute the agreement, in a form approved by the County Attorney.
- Option #2: Authorize the Purchasing Division to utilize the reverse auction methodology as a pricing tool for a competitive solicitation.

Report and Discussion

Background:

A reverse auction is a competitive bidding process where Buyers post requirements and invite vendors to bid for purchases in a real-time online live bidding event. Vendors bid, view their price rank and other bid feedback, and get the opportunity to respond with multiple counter offers. In a reverse auction several vendors compete for the business to supply products or services and successively bid the prices down. Reverse Auctions, properly used and managed well, enable buyers and sellers to get to true market price quickly and fairly, avoiding the hassle and time in traditional price negotiations.

Potential benefits when utilizing online reverse auctions are:

- Significantly reduce the cost of the products
- Save substantial amounts of time
- Competitors are required to disclose their prices to each other, which then contemplates multiple rounds of bidding
- It is quick (competitors normally have only minutes to do their bidding)
- It expects and even encourages competitors to focus on each other's pricing

Analysis:

On February 23, 2014, the Purchasing Division advertised RFP# BC-04-03-14-27 for Reverse Auction Services. (Attachment #1). An evaluation committee was formed to evaluate the proposals. The following committee members were appointed by the County Administrator:

- Shelley Cason, Facilities Management
- Shelly Kelley, Purchasing
- Scott Ross, Financial Stewardship

The RFP was advertised locally and 75 vendors were notified through the automated procurement system. A total of 10 vendors requested proposal packages. The proposals were opened on April 3, 2014, and there were a total of five responses (Attachment #2):

- Electronic Auction Services, Inc.
- LGX Corporation
- Perfect Commerce, LLC
- RFP Depot, LLC d/b/a BidSync
- The Public Group

The Public Group was deemed non-responsive by Purchasing because there was no cost information included in their proposal.

The evaluation committee met on April 29, 2014 to receive the proposals, establish the process for review, elect a chair, and schedule the subsequent committee meetings. The committee met again on May 6, 2014 to discuss the overall evaluation of the proposals based on the criteria identified in the RFP, and to determine if interviews by the selection committee were necessary.

Based upon the evaluation of the proposals and the cost structure, the team selected the following vendors to conduct presentations/interviews.

- Electronic Auction Services, Inc.
- LGX Corporation
- Perfect Commerce, LLC

Presentations/interviews were conducted on June 19, 2014, followed by a committee meeting to determine the recommended award. Each committee member individually ranked the vendors and then used an average ranking to determine the final ranking. The final ranking is as follows with LGX Corporation being the highest ranked vendor.

Vendor	Average Rank
LGX Corporation	1.33
Electronic Auction Services, Inc.	1.67
Perfect Commerce, LLC	3.00

Based on the final ranking, the Committee unanimously selected LGX Corporation as the top-ranked firm.

Options:

1. Approve the award of the bid to the LGX Corporation for Reverse Auction Services, authorize staff to negotiate the agreement, and authorize the County Administrator to execute the agreement in a form approved by the County Attorney.
2. Authorize the Purchasing Division to utilize the reverse auction approach as a pricing methodology for a competitive solicitation.
3. Do not approve the award of the solicitation to the LGX Corporation for Reverse Auction Services
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. RFP # BC-04-03-14-27
2. Tabulation Sheet



REQUEST FOR PROPOSALS
FOR
REVERSE AUCTION SERVICES

PROPOSAL NUMBER BC-04-03-14-27

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

Release Date: March 6, 2014

I. INTRODUCTION

Leon County (County) is seeking the services of a qualified vendor to prepare and submit a proposal for the provision of Reverse Auction Services to the County. The County as represented by the Division of Purchasing intends to use the results of this process to award a contract to one or possible more successful proposer(s).

Reverse Auction Definition

In short, a Reverse Auction is the opposite of an Auction. A Reverse Auction is a process used to buy products and or services. When the County requires commodities or services, it may, at its option, conduct a Reverse Auction. During the auction, suppliers of the product being auctioned anonymously bid against each other until time expires. The County then selects the awarded supplier(s) based on the pricing obtained from the auction. Reverse Auctions are typically conducted via an Internet web site.

About this Document

This document is a Request for Proposal. It differs from an invitation to bid in that the County is seeking a solution, as described in the following General Requirements section, not a bid quotation meeting firm specifications for the lowest price. As such, the lowest price proposal will not guarantee an award recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, experience in the field, availability or capability, may be overriding factors. Price may not be determinative in the issuance of a contract award. The proposal evaluation criteria should be viewed as a standard that measures how well a proposers proposal meets the desired requirements and needs of the County. The criteria considered in evaluating the award are set forth in this document.

The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining which proposers to schedule meetings with after receipt of all proposals. The Request for Proposal process allows the County to "negotiate" with proposers prior to awarding a contract. A contract will be awarded to a qualified responsive/responsible proposer(s) submitting the best proposal(s). The County reserves the right to select, and subsequently recommend for and make an award to the proposed service which best meets its required needs, quality levels, and budget constraints.

II. GENERAL INSTRUCTIONS:

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

Proposal Number
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interest of the public. If any changes to the

Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/Purchasing/Addenda>

Public Meetings: <http://www.leoncountyfl.gov/Purchasing/PublicMeetingNotices>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
March 6, 2014	Release of the RFP
March 24, 2014	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
April 3, 2014 at 2:00 PM	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308

- D. **Information:** Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly W. Kelley and Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Vendors are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than seven days prior to the date for receipt of proposals, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- E. **Prohibited Communications:** Any Form of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
 2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board,

awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- F. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- G. Proposer Registration: Proposers who obtain solicitation documents from sources other than the Leon County Purchasing Division or DemandStar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division or online through DemandStar.com may cause your submittal to be rejected as non-responsive.

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

- H. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- I. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Purchasing/TabulationSheets>. A vendor may request, in their submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or

- until 30 days after opening of the documents, whichever is earlier.
- J. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the vendor.
- K. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- L. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- M. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- O. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- P. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- Q. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- R. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as

non-responsive.

S. Audits, Records, and Records Retention:

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

T. Monitoring:

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting:

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent.

- b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- V. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/addenda>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.
- W. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- X. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/purchasing/IntendedDecision> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to

the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

- Y. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

III. SCOPE OF SERVICES: Full-Service Reverse Auction Services

The County is interested in proposals that provide full-service Reverse Auction Services such as:

- Provide consulting to the County identifying which items to reverse auction and how to structure the reverse auction.
- Provide training and instruction to the County's suppliers on how to bid using the reverse auction technology/tools.
- Own and operate the reverse auction technology/tools.
- Conduct the auctions.
- Provide real-time monitoring of the auctions in progress.
- Provide supplier and county assistance during the auction if required.
- Provide alternate systems and processes to obtain bids from non-standard suppliers (e.g. a supplier without internet connectivity).
- Dynamic closing capabilities.

In addition, the County is also interested in information on systems containing features that provide multi-dimensional bidding in association with reverse auction. This could also include capabilities for ranking non-price factors such as warranty period and help desk service.

The County preference is for Reverse Auction platforms in which the County is not charged any fees. Platforms in which the supplier (s) being awarded commodity or services through the reverse auction process bear the cost of the services, are preferred.

IV. REQUIRED SUBMITTALS:

Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As a part of our sustainability program, Leon County is reducing the excess packaging, binders, and waste associated with submittals.

FORMAT OF PROPOSAL

Technical:

Please provide a technical description of your proposed solution. The system(s) provided by proposer should be platform independent and comply with all applicable industry standards.

Functional:

Please provide a description of the functionality provided by your proposed solution. The County is interested in solutions that provide flexibility in how a reverse auction can be conducted. The following functionality is the minimum preferred:

- Ability to have multiple line items per lot;
- Ability to have multiple lots per auction;
- Ability to structure an auction for various pricing scenarios such as:
- Ability for public viewing of the auctions;
- Ability for County viewing of the auctions (the County would see additional information not shown to suppliers or the public);
- Provide auction detail and summary data;
- Detailed reporting and records in both paper and electronic format of all bidding-related events and their timing during the reverse auction, including the connectivity of suppliers participating;
- Written two (2) business days after completion of an on-line bidding event, the successful proposer(s) from this RFP shall submit to the County a tabulation of all bids received. The tabulation shall certify, in writing, that all items presented are true and correct.
- Prior to the start of an on-line bidding event, the County shall receive a list of all pre-registered bidders through e-mail.
- The County shall have access to view an on-going on-line bidding event, during the bidding event.
- The County shall receive a preliminary list of the bidding history through e-mail within one (1) hour of the completion of the bidding event.
- "The County, or a designee may at any time upon prior reasonable notice to the awarded proposer(s), audit the books, records, and accounts of the awarded proposer(s) to the extent that such books, records and accounts pertain to or otherwise relate to the performance of the contract by the awarded proposer(s). The awarded proposer(s) shall maintain all such books, records and accounts for a period of three (3) years after the completing of an on-line bidding event. The County's rights shall survive the expiration or termination of the contract award for a period of three (3) years after the date of such expiration or termination and the County shall continue to have the right to audit during such period".
- Prior to submitting information through e-mail as required above, the awarded proposer(s) shall confirm the actual e-mail addresses the County wish the information to be disseminated to.

Structure Example

Reliability/Uptime: Please provide information about the reliability of your proposed solution. The County intends to give preference to proposals which provide for guaranteed reliability or the auction will be at no cost to the County in addition to being re-auctioned at a later time, where applicable please include information about such issues as:

Backups

Dual-paths, redundant systems

Uptime statistics

Disaster Recovery

Application stability – "stress-test" statistic, concurrent users supported, etc.

Other

Implementation Time: Please provide information about the average implementation time that it could take for a County agency to use your service(s).

Security: Please provide information about the security of your proposed solution. The proper handling of information regarding the procurement of millions of dollars worth of products and services and the assured integrity of the bidding process are of paramount importance to the County and require a very high level of security.

Confidentiality: Proposer acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and the awarded supplier shall make all reasonable efforts to ensure that no such confidential information is disseminated or left exposed to unauthorized access by it or its employees.

Secure Storage/Transmission of Data: All auction data transmitted over the internet must be through and encrypted transmission, such as 128-bit Secure Sockets Layer (SSL) encryption. All proposer's systems used in conjunction with providing the service to the County shall be protected by industry standard devices (e.g. firewalls) and continuously monitored for unusual access activities using industry standard intrusion detection software and procedures.

Secure Physical Locations: Any information and/or data obtained by the proposer(s) from the County, County's customers, or County suppliers shall be stored in a place physically secure from access by unauthorized persons. Awarded proposer(s) shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by proposer(s) in providing the product(s) and service(s) under the awarded contract(s) shall be secure and equipped with reasonable precautions against damage.

Support Services: Please provide information about the technical and non-technical support features, both to the County and to the County's suppliers, of your proposed solution. Where applicable please include information about such issues as:

- Training
- Consulting
- Technical Support
- Help Desk
- Maintenance
- Implementation and migration services
- Account Representatives
- Assistance in developing marketing plans/materials for reverse auctions to state agencies, local units of government, and potential sellers.

Buyer Experience: Each proposer must submit a list of three (3) customer references and three (3) local (County, City, and Municipality) government agencies who used the proposer for reverse auction services on at least one (1) occasion in the past twenty-four (24) months. Reference listing should include the mailing address, email address, telephone numbers and the name of individuals to contact. Proposer shall have acceptable experience of successfully providing the services described in this RFP to clients whom have similar requirements, scope of service(s), and quantities as those of the County. The County shall be the sole judge as to what is acceptable experience.

Seller Experience: Each proposer must submit a list of three (3) customer references from sellers who placed bids using your reverse auction software on at least one (1) occasion in the past twenty-four(24) months. Reference listing should include the mailing address, email address, telephone numbers and the name of individuals to contact. Proposer shall have acceptable experience of successfully providing the services described in this RFP to clients whom have similar requirements, scope of service(s), and quantities as those of the County. The County shall be the sole judge as to what is acceptable experience.

Staffing of Project:

- a. Proposed organizational chart for the service.

- b. Description and responsibilities for all proposed staff.
- c. Names and experience of key staff proposed. (Be specific). Resumes acceptable.
- d. Provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform.

IV. EVALUATION

All proposals will be evaluated based on the following:

- a) Substantial successful experience in conducting Reverse Auctions.
- b) Demonstrated knowledge and understanding of the scope of work.
- c) Substantial representations regarding the proposers qualifications and demonstrated skill and the technical capabilities and professional competence of the proposer and assigned personnel.
- d) Record of performance based on previous Reverse Auctions.
- e) Fees – Prospective vendors shall identify any buyer premium and/or any other fees associated that may be charged on a separate page of and included in their proposals.

Each Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below.

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. Address of the office that is to perform the work.
- C. Federal Identification Tax Number or Social Security Number.
- D. The age of the firm, brief history, and average number of employees over the past five years.
- E. Present size of firm, nature of services offered, and breakdown of staff by discipline.
- F. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.
- G. Names and descriptions of major projects for which the firm is presently under contract.
- H. Describe how you would approach this project, and outline the specific services to be provided.
- I. Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Minority/Women Business Enterprise Participation Plan; Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws; Local Vendor Certification (if applicable); Fees

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a

public session.

Notice of all meetings shall be posted on the Purchasing Division website at: www.leoncountyfl.gov/Purchasing/notices/index.asp and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

1. Technical	10
2. Functionality	25
3. Structure	
Reliability, Implementation,	
Security, Confidentiality	25
4. Support Services	10
5. General Experience & References	15
6. Fees	10
7. Local Preference	5
Total	100

VI. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A Minority and Women Business Enterprise target is not associated with this proposal due to a lack of availability of certified MWBE's in Leon, Gadsden, Jefferson or Wakulla counties, or the MWBE target for this category has currently been achieved by Leon County.

The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
2. Establish targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
3. Provide increased levels of information and assistance available to MBE's and WBE's businesses.
4. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's; please contact Shanea Wilks, MWSBE Director, at 1800-3 Blairstone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car)**.

- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**
 - d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
 - e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
 - f. Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
 - g. Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.
2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (**County is to be named as Additional Insured**).
 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 4. The Contractor's insurance shall apply separately to each insured against whom claims

is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

X. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on

behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

XI. AGREEMENT:

After the proposal award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

XII. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

XIII. LOCAL PREFERENCE:

Points for Local Preference will be awarded as follows:

- a. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of five percent (five (5) points out of the 100 maximum points allowed); and
- B. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of three percent (three (3) points out of the 100 maximum points allowed); and
- c. All other individuals or firms shall be given zero (0) points for Local Preference.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley, Purchasing Director

Kristin Dozier, Chairman
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____
Addendum #2 dated _____ Initials _____
Addendum #3 dated _____ Initials _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of _____

(Type of identification) My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-04-03-14-27

Attachment #2
Page 1 of 2

RFP Title: Reverse Auction Services

Opening Date: Thursday, April 3, 2014 at 2:00 PM

Item/Vendor	Electronic Auction Services	Perfect Commerce, LLC	
Manual Signature	yes	yes	
Original & 3 Copies	yes	yes	
EEO	yes	yes	
Insurance	yes	yes	
Certificate Debarment	yes	yes	
Affidavit of Immigration	yes	yes	
No Bid Document			

Tabulated By: Jim Knutson

[Signature]

LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-04-03-14-27

RFP Title: Reverse Auction Services

Opening Date: Thursday, April 3, 2014 at 2:00 PM

Item/Vendor	LGX Corp.	The Public Group	Bid Sync
Manual Signature	yes	yes	yes
Original & 3 Copies	yes	3 copies + Electronic	yes
EEO	yes	NO	yes
Insurance	yes	NO	yes
Certificate Debarment	yes	NO	yes
Affidavit of Immigration	yes	NO	yes
No Bid Document			

Tabulated By: Jim Kirkland

[Signature]

**Leon County
Board of County Commissioners**


Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Renew the Agreement Between Leon County and Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services for FY 2014/15

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Eryn Calabro, Financial Compliance Administrator Tiffany Y. Harris, Human Services Analyst

Fiscal Impact:

This item has a fiscal impact to the County in the amount of \$638,156. Funding for the Agreement with Apalachee Center is included in the FY2014/15 Adopted Budget.

Staff Recommendation:

Option #1: Approve the renewal of the Agreement with Apalachee Center, Inc. for Baker and Marchman Act mandated services in the amount of \$638,156 for FY 2014/15 (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

Chapter 394 of the Florida Statutes is known as “The Baker Act” and as “The Florida Mental Health Act.” The Baker Act provides an individual with emergency services and temporary detention for mental health evaluation and treatment, either on a voluntary or involuntary basis. Chapter 397 of the Florida Statutes is known as the “Hal S. Marchman Alcohol and Other Drug Services Act of 1993.” The Marchman Act provides for the involuntary or voluntary assessment and stabilization of a person allegedly abusing drugs, alcohol, or other substances and provides for treatment of substance abuse.

Florida Administrative Code, Chapter 65E-14, Community Substance Abuse and Mental Health Services-Financial Rules, requires that State funds expended for mental health, alcohol and drug abuse services be matched on a 75% State to 25% local basis. The Marchman Act outlines a means of providing an individual, in need of substance abuse services, with emergency services and temporary detention for substance abuse evaluation and treatment when required, either on a voluntary or involuntary basis.

The County Attorney's Office has researched and analyzed the relevant law in this matter and opined that it appears Leon County has an obligation to a pro-rata share of the 25% local match to the Center (Attachment #2).

Analysis:

Apalachee Center, Inc. (ACI) is the only Leon County healthcare facility designated by the Department of Children and Families as the public-receiving facility for individuals in mental health and/or substance abuse crisis. Additionally, authority for this designation is provided in legislation. ACI provides alcohol and drug detoxification and crisis stabilization services under the Baker and Marchman Acts to Leon, Franklin, Gadsden, Jefferson, Liberty, Madison, Taylor, and Wakulla counties. Collectively, these counties provide the 25% local match which is based on a historical bed-day utilization rate (total bed-days used/bed-days used by County). Leon County utilization's rate is approximately 76%. Other funding sources include the Leon, Gadsden, and Wakulla County school boards; Medicare; and other first and third party payor fees.

Table 1 displays inpatient screening and admission data reported by ACI for Leon County residents during the first three quarters of FY 2013/14. FY 2013/14 year-end data will be available in October.

Table 1: FY 2013/14 Screening and Admission

Screened by the Evaluations & Admissions Unit	2,101
Admitted to PATH – Publicly Funded Baker Act Unit	879
Admitted to Detox – Publicly Funded Marchman Act Unit	534
Admitted to EPH – Private Facility, Not Publicly Funded	554
Admitted to All Inpatient Units (PATH, DETOX, EPH)	1,967
Number of residents not admitted	134

Of the 2,101 residents screened 134 were not admitted. Table 2 provides the reasons screened patients were not admitted.

Table 2: Reasons Not Admitted

Referred to Life Management / Bay Behavioral	0	Referred to Medical Hospital	12
Did Not Need Inpatient or Declined Services	96	Detox Beds Full	1
Became Physically Violent and Was Arrested	0	Referred to TMH Behavioral Health	11
Other	14	Total Not Admitted	134

ACI reports that clients who did not need inpatient services or declined services were given referrals and/or appointments to programs such as its outpatient programs, FSU Counseling Center, Alcoholics Anonymous, Narcotics Anonymous, Disc Village, physicians, practitioners, Bond Clinic, Assisted Living Facilities, the Homeless Shelter, and VA Outpatient Programs.

Table 3 represents funding by Leon County and utilization by residents over the past four years. During FY 2013/14, the County allocated \$638,156 to ACI for these services.

Table 3: Leon County Funding and Residents Screened

County Fiscal Year	County Local Match	Residents Screened
FY 09/10	\$628,004	2,532
FY 10/11	\$638,156	2,560
FY 11/12	\$638,156	2,314
FY 12/13	\$638,156	2,106

ACI has requested level funding in the amount of \$638,156 for FY 2014/15. The Agreement is for one year, beginning October 1, 2014, and expires September 30, 2015.

Options:

1. Approve the renewal of the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act services in the amount of \$638,156 for FY 2014/15 (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the renewal of the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act services in the amount of \$638,156 for FY 2014/15.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. FY 2014/15 Contract between Leon County and Apalachee Center, Inc.
2. Memorandum from the County Attorney's Office

VSL/AR/CMW/EDC

AGREEMENT

This Agreement is entered into this _____ day of _____ 2014 between LEON COUNTY, FLORIDA, a Charter-County and Political Sub-division of the State of Florida (hereafter "LEON COUNTY") and APALACHEE CENTER, INC., (hereafter "APALACHEE") a non-profit entity located at 2634-J Capital Circle NE, Tallahassee, FL 32302.

WHEREAS, APALACHEE has for a number of years contracted with the Department of Children and Families for the provision of mental health services under Chapter 394, Florida Statutes; and

WHEREAS, Section 394.76, Florida Statutes, requires that state funds expended for mental health, alcohol and drug abuse services, subject to certain specified exemptions, be matched on a 75% to 25% state to local basis; and

WHEREAS, the local governing body is required to provide that amount of funds when added to other available local matching funds, is necessary to match state funds; and

WHEREAS, APALACHEE has identified certain funds raised and expended by it as matching funds which it agrees may be used by LEON COUNTY to reduce the amount of matching funds it is obligated to provide; and

WHEREAS, LEON COUNTY is desirous of continuing its long and harmonious relationship with APALACHEE CENTER, INC.

NOW, THEREFORE, APALACHEE CENTER, INC. AND LEON COUNTY, FLORIDA, agree as follows:

(1) Commencing October 1, 2014 through September 30, 2015, LEON COUNTY will provide APALACHEE with matching funds in the full amount of \$638,156, to be paid in twelve (12) successive monthly installments of 1/12 of the full amount.

(2) APALACHEE agrees to seek other funding from other local governing bodies in accordance with Florida Law.

(3) The expenditure of matching funds provided by LEON COUNTY to APALACHEE shall be audited annually either in conjunction with an audit of other expenditures or by a separate audit. Such annual audits shall be furnished to LEON COUNTY within thirty (30) days of the completion thereof for its examination.

(4) APALACHEE agrees to submit a report to include demographic data and the number of clients served, clients denied admission and reason for denial and referral information on a quarterly basis and to submit invoices monthly.

(5) A material breach of this agreement by either party would entitle the other to pursue any and all remedies and to assert all defenses which would have been available to either in the absence of such agreement.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and first year written above.

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

Herbert W. A. Thiele, Esq.
County Attorney

APALACHEE CENTER, INC.

BY: _____
Jay Reeve, PhD
Chief Executive Officer

ATTEST:

BY: _____
Virginia Kelly
Chief Financial Officer

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Alan Rosenzweig, Deputy County Administrator
Candice M. Wilson, Director of Human Services & Community Partnerships

FROM: Patrick T. Kinni, Esq.
Deputy County Attorney

DATE: September 27, 2013

SUBJECT: Local Match Funding of the Apalachee Center, Inc. for State-Mandated
Provision of Community Substance Abuse and Mental Health Services

Pursuant to your request, the County Attorney's Office is providing the following legal analysis of the statutory local match funding requirements for substance abuse and mental health services provided in Leon County. As you know, the Apalachee Center, Inc. is the designated healthcare facility that provides substance abuse and mental health services to Leon County, as well as to the surrounding counties of Franklin, Gadsden, Jefferson, Liberty, Madison, Taylor, and Wakulla.

Chapter 394, Part IV, Florida Statutes (2012) is known as "The Community Substance Abuse and Mental Health Services Act." Section 394.76, Florida Statutes, addresses the financing for substance abuse and mental health services within a particular district, and specifies the means for determining the local match funding level, if the local match funding level is not provided by the State. Section 394.76(9)(a), Florida Statutes, provides as follows:

State funds for community alcohol and mental health services shall be matched by local matching funds as provided in paragraph (3)(b). The governing bodies within a district or subdistrict shall be required to participate in the funding of alcohol and mental health services under the jurisdiction of such governing bodies. The amount of the participation shall be at least that amount which, when added to other available local matching funds, is necessary to match state funds.

Section 394.76(3)(b) then sets forth that community alcohol and mental health services and programs "shall require local participation on a 75-to-25 state-to-local ratio." "Local matching funds" is defined to mean funds received from governing bodies of local governments, as well as funds received from other sources, such as private hospital funds and private gifts from corporations and individuals. § 394.67(13), Fla. Stat. (2013).

Thus, it is clear that the statute requires local participation on a 75%-to-25% state-to-local ratio for funding community alcohol and mental health services. However, the amount of funding required by a local governing body is that amount which, *when added to other available local*

matching funds, is necessary to make up the 25% match. § 394.76(9)(a), Fla. Stat. (2012). (Emphasis supplied.) If the full 25% match has been provided by other local sources, then no additional funding would be necessary. In any given year, then, the amount of actual funding required of Leon County could be anywhere from zero dollars to the full 25% match, depending on the amount of funding received from the other sources.

Where there are two or more counties that are being served by a provider of substance abuse and mental health services, the following also applies:

When a service district comprises two or more counties or portions thereof, it is the obligation of the planning council to submit to the governing bodies, prior to the budget submission date of each governing body, an estimate of the proportionate share of costs of alcohol, drug abuse, and mental health services proposed to be borne by each such governing body.

§ 394.73(3), Fla. Stat. (2012). In other words, when multiple counties are involved, which is the case for Leon County and the surrounding counties, the costs of substance abuse and mental health services are to be shared on a proportionate basis by the counties. Although the statute does not set forth a specific formula for determining the proportionate share, it could be, for example, based on the number of beds being utilized by the various counties in providing substance abuse and mental health services. Another basis could simply be the amount of funds required to make up the full 25% match, divided by the number of participating counties.

Pursuant to Sections 394.75(3)(f) and 394.75(4)(h), Florida Statutes, each county that contributes funds for substance abuse and mental health services is to provide input and is to be consulted in formulating the plan for delivery of the services. In addition, each county that contributes funds for the services is to require annual audits. § 394.76(10), Fla. Stat. (2012). Finally, in the event of a dispute concerning the plan for delivery of services and the budget for same, the disputed issues are to be submitted directly to the Department of Children and Family Services for immediate resolution. § 394.75(11), Fla. Stat. (2012). *See also*, Fla. Atty. Gen. Op. 2011-23.

Should you have any questions or require additional information, please contact our office.

PTK/plp

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the FY 2014/2015 Community Human Service Partnership Funding for Social Service Agencies

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator, County Administration Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Tiffany Y. Harris, Human Services Analyst

Fiscal Impact:

This item has been budgeted and adequate funding is available. The County appropriates general revenue funding for this program into the annual budget. For Fiscal Year 2014/2015, \$825,000 has been allocated.

Staff Recommendation:

- Option # 1: Approve the Human Services Grant Review Committee funding recommendations for FY2014/2015 in the amount of \$825,000 (Attachment #1).

- Option #2: Authorize the County Administrator to execute the agreements with the funded agencies; and to modify the Agreements with the funded agencies, as necessary, in a form approved by the County Attorney.

Report and Discussion

Background:

This agenda item seeks Board approval of the recommendations made by the Leon County Human Services Grant Review Committee (HSGRC) concerning the FY2014/2015 allocation of Leon County's Community Human Service Partnership (CHSP) funding in the amount of \$825,000 (Attachment #1). In addition, this item requests authorization for the County Administrator to execute and/or amend, as necessary, the Agreements with the funded agencies (Attachment #2 – Sample Agreement).

The 2014/2015 Community Human Services Partnership (CHSP) cycle began in December 2013. A public notice of the availability of funding was advertised in the Tallahassee Democrat and sent to individuals that had requested a written notification, as well as currently funded CHSP agencies. The total CHSP funds available were \$4,337,718 (County, City, and United Way). The County allocated \$825,000 of general revenue to the 2014/2015 CHSP process; the City allocated \$1,139,817 of CDBG grant funding and general revenue; and, the United Way allocated \$2,355,501. It is important to recognize that the proposed 2014/2015 CHSP budget totals reflect the volunteer recommendation awards totaling \$4,337,718, while funding requests total \$6,264,263, exceeding the CHSP funding capacity by \$1,926,545. A spreadsheet showing all programs and the recommended funding is attached (Attachment #3).

In January 2014, CHSP staff (County, City, and United Way staff) conducted mandatory workshops for all agencies seeking to participate in the 2014/2015 CHSP process. The grant application period opened immediately after the workshops were completed in February 2014. Applications requesting a total of \$6,264,263 were received. During the application period, CHSP staff recruited volunteers needed for the Citizen Review Teams (CRTs), created to review the applications and develop funding recommendations.

In March 2014, CHSP staff conducted seven grant review training sessions and trained more than 100 volunteers for the CRT's. During April and May 2014, the CRT and CHSP staff conducted site visits to the agencies that requested funding. Upon completion of the visits, each CRT deliberated and developed a recommendation as to the distribution of funding within its specific category of review. Volunteers conducted 75 agency site visits and reviewed 101 programs. As a member of the CRT, volunteers conducted the following tasks: attended mandatory grant review training, served on one of the eleven review teams, examined all application materials (including the audit and IRS form 990), conducted agency site visits, reviewed the agency's overall organizational structure and capacity, evaluated each program, participated in a consensus-driven deliberation process, and determined funding recommendations.

Analysis:

Through funding opportunities and collaborative efforts, the Board supports the development and delivery of pertinent social services to area residents in the interest of promoting the overall health and well-being of the community. Historically, the County has provided general revenue funds to address the needs of low- and moderate-income persons and neighborhoods.

For the 2014/2015 fiscal year, CHSP received 101 applications requesting funding for human services programs. The applications were placed into one of the following 10 human service areas:

1. Children's services
2. Community support
3. Person with disabilities
4. Basic Needs
5. Family support
6. Physical health
7. Senior services
8. Substance abuse
9. Youth character building
10. Youth education

For each of these areas, a CRT was organized. The members of the Leon County Human Services Grant Review Committee (HSGRC), the United Way Community Investment Committee (UWCIC), and the City of Tallahassee Community Improvement Advisory Council (CIAC), filled leadership positions on each review team. Extensive efforts were made to ensure that each CRT was reflective of the community. The CRTs reviewed applications, conducted site visits to hear agency presentations, completed standardized agency/programmatic assessments, and developed funding recommendations. To assist in the decision-making process, the CRTs utilized an evaluation tool, which includes the following criteria:

- The needs addressed by the program are clearly documented.
- The program targets high-risk persons and/or communities.
- The program adequately demonstrates that the desired outcomes are being achieved or are achievable.
- The agency uses appropriate and/or creative collaborative approaches to increase effectiveness in providing quality services to address a particular need area and/or target population.
- Program services are geared toward meeting the needs of diverse populations.
- Access to programs is reasonably available in terms of staffing, transportation, location, facilities, eligibility criteria, fee structure, and hours of operation.
- Particular services provided under this program are unique and are not unnecessarily duplicated.
- The program provides specialized services to a particular clientele and/or community.
- Unit costs are reasonable and justifiable based on the type of service provided.
- The program directly relates to the overall mission of the agency (in reference to agency capacity).

- A balanced budget is presented, clearly demonstrating agency revenues and expenditures.
- The agency demonstrates that internal fiscal controls are incorporated in the organizational structure with appropriate board oversight.
- The agency's board of directors is comprised of individual's representative of its clientele and the community at-large.

Previously funded agencies are informed that funding levels are not guaranteed; however, the volunteers recognize the need to maintain a current program if it is effectively addressing its target population. Any decreases or increases in funding occur only after serious deliberation. Generally, reasons for increases include:

- expansion of a program to meet a growing need,
- increase in the number of clients served,
- confidence in agency leadership/management to use funds appropriately,
- documentation of measured program impacts.

Reasons for decreases include:

- unclear budgets, program inefficiencies,
- little or no effort to measure program outcomes,
- unnecessary duplication of services,
- poorly prepared or incomplete applications and
- programs that are ranked as low priorities in comparison to other programs

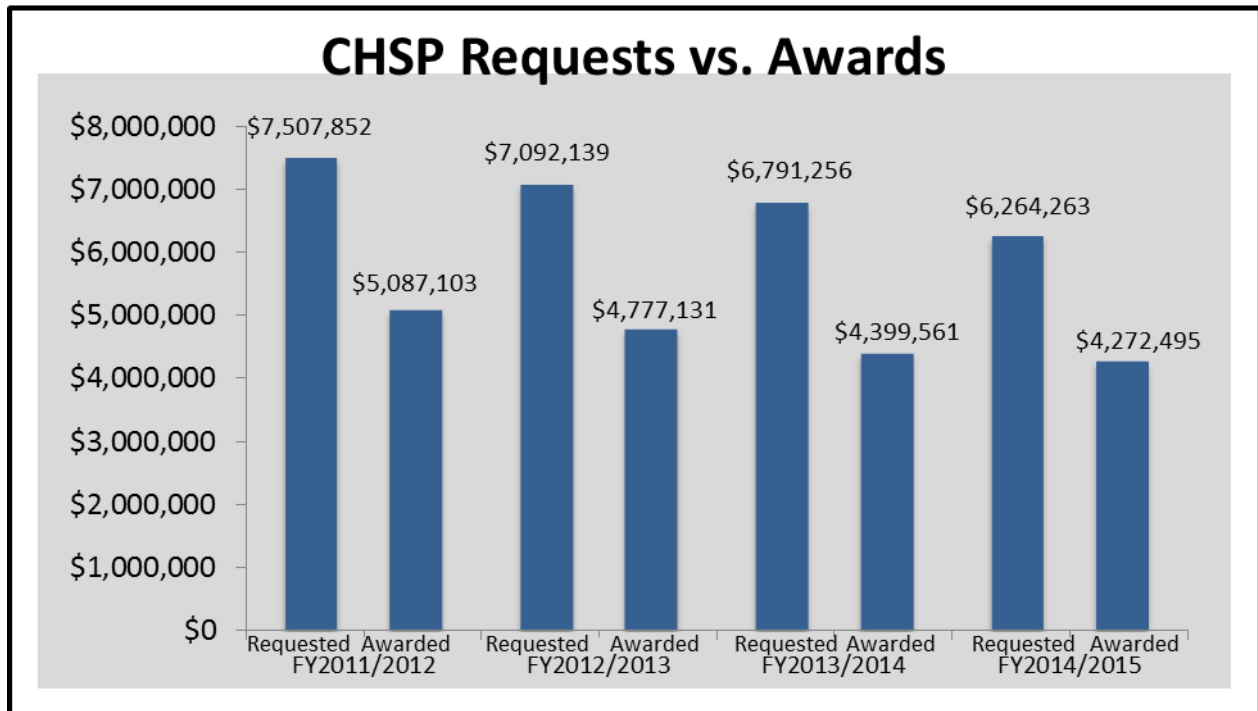
For the FY2014/2015 CHSP cycle, the individual agencies were notified of the recommended funding for their program and the opportunity to appeal the recommendation. One agency appealed the recommended funding: American Red Cross. The Appeals Committee met on August 19, 2014, and recommended no change of the award for American Red Cross (\$8,562).

Once the CRTs develop a funding recommendation for all of the agencies that applied, CHSP staff determined which programs would be funded by the County, the City, and the United Way, since the funds from the three agencies cannot be co-mingled. These decisions are based upon prior funding patterns and any restrictions on the funding. It is important to note that a CHSP dollar, regardless of its origin, is considered to come from all three funding agencies.

On August 20, 2014, the members of Leon County's Human Service Grant Review Committee met and reviewed the CRT's recommended allocations for FY2014/2015 and directed staff to present the recommended allocations to the Board of County Commissioners for final approval.

In summary, the CHSP volunteer recommendations to agencies total \$4,272,495, while the funding requests total \$6,264,263. For the past several fiscal years, this trend has remained constant; the demand for CHSP funding continues to significantly exceed the amount of available funding. Consequently, CHSP volunteers have to make tough decisions that directly influence what types of services will be available to meet the needs of our citizens.

The following chart reflects this disparity and includes comparison data representing four fiscal years.



Options:

1. Approve the Human Services Grant Review Committee funding recommendations for FY 2014/2015 in the amount of \$825,000 (Attachment #1).
2. Authorize the County Administrator to execute the agreements with the funded agencies; and to modify the Agreements with the funded agencies, as necessary, in a form approved by the County Attorney.
3. Do not approve the Human Services Grant Review Committee funding recommendations for FY 2014/2015 in the amount of \$825,000.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. FY 2014/2015 Community Human Services Partnership Leon County funded agencies recommended allocations
2. Draft contract agreement between Leon County and the funded social service agencies
3. FY 2014/2015 Community Human Services Partnerships requests and recommended allocations

Agency Name/Programs	2014/15 Allocation	City	County	United Way
2-1-1 BIG BEND				
Helpline 24	\$149,669	\$29,823	\$103,177	\$16,669
ALZHEIMER'S PROJECT				
Program Support	\$94,906	\$0	\$65,000	\$29,906
BIG BEND HABITAT FOR HUMANITY				
Home Construction	\$20,000	\$0	\$20,000	\$0
BIG BEND HOMELESS COALITION				
Hope Community	\$81,311	\$12,195	\$29,805	\$39,311
BOYS & GIRLS CLUB/BB				
Great Futures Start Here	\$210,000	\$45,000	\$102,000	\$63,000
BREHON				
Brehon House	\$94,500	\$30,000	\$50,000	\$14,500
CAP. AREA HEALTHY START				
Stronger Girls	\$40,000	\$0	\$40,000	\$0
CHILDREN'S HOME SOCIETY				
Pregnancy Counseling & Adoption	\$5,000	\$0	\$5,000	\$0
Early Steps	\$16,500	\$0	\$16,500	\$0
DISTINGUISHED YOUNG GENTS.				
Program	\$17,824	\$0	\$17,824	\$0
EARLY LEARNING COALITION				
Childcare Tuition Assistance	\$95,000	\$0	\$64,694	\$30,306
ECHO				
Emergency Resources	\$17,500	\$0	\$17,500	\$0
Family Services Program	\$30,000	\$0	\$18,000	\$12,000
Weekend Meals	\$15,000	\$0	\$15,000	\$0
IMANI DANCE PROGRAM				
Afterschool Program	\$35,000	\$0	\$35,000	\$0
JOHN RILEY CENTER				
Youth Culture & Literacy Acad. Prog	\$45,000	\$0	\$45,000	\$0

Agency Name/Programs	2014/15 Allocation	City	County	United Way
LUTHERAN SOCIAL SVCS				
CRTA	\$8,000	\$0	\$8,000	\$0
Inn Between	\$18,000	\$0	\$18,000	\$0
MICCOSUKEE YOUTH ED				
Academic Achievement Program	\$35,000	\$0	\$35,000	\$0
PACE SCHOOL FOR GIRLS				
Transition Program	\$20,000	\$0	\$20,000	\$0
Family Reach	\$5,500	\$0	\$5,500	\$0
POPS				
Program for Students	\$25,000	\$0	\$25,000	\$0
REFUGE HOUSE				
Outreach Courthouse	\$20,000	\$0	\$20,000	\$0
Rape Crisis	\$40,000	\$0	\$40,000	\$0
SENIOR CITIZENS FOUNDTION				
Southside Outreach	\$9,000	\$0	\$9,000	\$0
TOTAL LEON COUNTY ALLOCATIONS			\$825,000	

AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 2014, by and between _____, (hereinafter referred to as the Agency) and Leon County, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the County).

WHEREAS, the County allocated funding from its General Revenue Fund for the provision of human services to residents of the County; and,

WHEREAS, the Leon County Commission on the 16th day of September 2014, during a regular County Commission meeting, authorized and approved funding in the amount of \$ _____ for the _____ program to the Agency; and,

WHEREAS, the County desires to engage the Agency to render, and the Agency desires to render, certain human services to such residents as more specifically described in Attachment A hereto;

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. GENERAL CONDITIONS

1. **Scope of Services:** The Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services (“Scope of Services”) to be undertaken as set forth in **Attachment A: Statement of Work**, which is attached hereto and by reference made a part hereof.
2. **Collaboration:** During the Term of this Agreement, the Agency shall carry out the goals, objectives, and tasks as outlined in **Attachment B: Collaboration Plan**, which is attached hereto and by reference made a part hereof. The specific types of collaborative approaches and partnerships that the Agency will use to enhance its effectiveness in delivering quality services are set forth in such Attachment and shall include, but shall not be limited to, the following:
 - (i) Enhanced coordination and communication among organizations;
 - (ii) Development of interagency referral and tracking systems;
 - (iii) Increased community awareness of available human services and resources;
 - (iv) Concerted, comprehensive efforts to address multiple community needs;
 - (v) Opportunity to impact community-wide social indicators; and
 - (vi) Reduction of duplication of efforts/services.

3. **Program Evaluation:** The Agency's program evaluation requirements under this Agreement are specified in **Attachment C: Program Logic Model and Attachment C1: Outcome Measurement Framework**, which is attached hereto and by reference made a part hereof. The Agency shall participate in training opportunities to enhance its ability to report program outcome measures.
4. **Time of Performance:** The Agency shall not commence performance of the Scope of Services, nor incur any costs or obligations associated with those services, until the Agency has received a written notice to proceed from the County. All work and services required by this Agreement shall be performed between **October 1, 2014 and September 30, 2015**, unless otherwise mutually agreed to in writing by the County and the Agency.
5. **Personnel and Subcontracting:**
 - a. The Agency represents that it has, or will secure at its own expense, all personnel required in performing the Scope of Services (Paragraph A.1.) under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All work and services required hereunder will be performed by the Agency, or under its supervision, and all personnel engaged in the performance of work or services shall be fully qualified and properly authorized or licensed under applicable federal, state, and local law, statutes, and ordinances to perform such work or services.
 - c. None of the work or services to be performed under this Agreement shall be subcontracted without prior written approval of the County.
6. **Compensation:** The method and amount of compensation to the Agency for the performance of the Scope of Services under this Agreement is specified in **Attachment D: Method and Amount of Compensation**, which is attached hereto and by reference made apart hereof. Requests by the Agency for changes in budget line items must be submitted to the County in writing and will be approved or denied by the County in writing within fifteen (15) working days from receipt of the request. Funds paid to the Agency by the County shall be referred to herein as "Grant Funds."
7. **Program Income:** In the event the Agency receives program income as a result of its performance of the required work or services, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the program income. All provisions of this Agreement shall apply to such specified activities.
8. **Reports:**
 - a. A written report reflecting Agency operations shall be submitted by the Agency to the County on a quarterly basis, or on such other basis as the County may require from time to time. When submitted quarterly, such

report shall be due no later than the fifteenth day following the end of the quarter which is the subject of the report. That report will consist of the following parts:

- (i) The **Agency Report of Advances and Expenditures** (form to be prescribed and supplied by the County).
 - (ii) The **Agency Report of Clients Served and Project Narrative** (form to be prescribed and supplied by the County).
- b. Using a form prescribed and supplied by the County, the Agency shall submit to the County at least annually an inventory of all nonexpendable personal property purchased by the Agency using Grant Funds.
 - c. Using a form prescribed and supplied by the County, the Agency shall submit a **Year-End Close-Out Report**, reflecting all program activity for fiscal year 2014/15, to the County by November 1, 2015.
 - d. Upon execution of this Agreement, the Agency will designate in writing to the County, a member of the Agency staff who will be responsible for submission of all Agency reports to the County, and for administration of this Agreement on behalf of the Agency. All contact with the Agency regarding such reporting and administration will be directed to the attention of that designated individual.
 - e. All reports prepared by the Agency shall be submitted to:

Tiffany Y. Harris
Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310

9. **Amendments:** The parties may, from time to time, amend this Agreement. Such amendments must be mutually agreed upon in writing by the County and the Agency and set forth in a written document executed by duly authorized representatives of the parties to this Agreement.
10. **Termination of Contract for Cause:** If the Agency fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement, or if the Agency violates any of the covenants, agreements, provisions, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice of such termination to the Agency, specifying the reasons for the termination and the effective date thereof, at least five (5) days prior to the effective date of such termination. The Agency shall be entitled to receive pro rata compensation for any work or services satisfactorily completed prior to the effective date of termination, subject to the provisions set forth below. Notwithstanding such termination, the Agency shall be and remain liable to the County for all damages sustained by, and costs or expenses incurred by the County by virtue of any breach of the Agreement by the Agency. The County shall have a right to set off against any compensation otherwise due the Agency the amount of any damage sustained by the County by virtue of the Agency's

breach of this Agreement and any other amounts owed to the County by the Agency.

11. **Termination of Contract for Convenience of County:** The County may terminate this Agreement in whole or in part at any time by giving written notice to the Agency of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated by the County as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services of the Agency covered by the Agreement, less payments of compensation previously made.
12. **Reversion of Assets:** Upon expiration or other termination of this Agreement, the Agency shall transfer to the County any remaining Grant Funds not properly expended or obligated at the time of expiration and any accounts receivable attributable to the use of Grant Funds.
13. **Assignment and Binding Effect:** The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County.
14. **Audit:** If the Agency expends less than \$500,000 in a year from County Grant Funds, the Agency is exempt from County audit requirements for that year, subject to the provisions below. If the Agency expends \$500,000 or more in a fiscal year from either County, State, or Federal awards, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the Agency shall provide the Leon County Health and Human Services Division, for their review, a copy of any audit received as a result of the organization policy; US Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to the County within thirty (30) days of receipt of each issued report.

The County reserves the right to conduct financial and program monitoring of all awards to the Agency and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

15. **Indemnification:** The Agency shall indemnify, save and hold the County, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Agency, its

employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement. Should the County, as a result of the performance or lack thereof by or on behalf of the Agency, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend County funds to complete or correct such performance, the Agency, upon demand by the County, shall refund and reimburse the County for all sums so reimbursed or expended by the County.

16. **Attorney Fees:** Nothing in this Agreement shall be construed to deny either party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement.

B. ASSURANCES

1. **Equal Employment Opportunity:** The Agency shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, sexual orientation, national origin, marital status, familial status, or any other basis prohibited by applicable law. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the County setting forth the provisions of this nondiscrimination clause. The Agency shall incorporate this provision in all subcontracts for services provided under this Agreement.
2. **Nondiscrimination Under Title VI of Civil Rights Act of 1964:** The Agency covenants and promises that it will fully comply with Title VI of the Civil Rights Acts of 1964 (P.D. 88-352) and in accordance with Section 109 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to that Act. In accordance with this, no person in the United States shall, on the basis of race, color, disability, age, religion, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the recipient received financial assistance from the County.
3. **Interest of Members of the County and Others:** No officer, member or employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal

- interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
4. **Interest of the Agency:** The Agency on behalf of itself and its officers and officials, covenants that none of them presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work and services required to be performed under this Agreement. The Agency, on behalf of itself and its officers and officials, further covenants that in the performance of this Agreement, no person having such interest shall be employed.
 5. **Records:** The Agency shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly the amount received and disposition by the Agency of all compensation received for its work and services. The Agency's records shall be subject at all reasonable times to inspection, copy and audit by the County or its authorized representatives. The Agency shall preserve and make its records available to the County and its authorized representatives until the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable law, statute, ordinance, rule, or regulation.
 6. **Constitutional Prohibition:** The Agency shall not use Grant Funds for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: COLLABORATION PLAN

ATTACHMENT C: PROGRAM LOGIC MODEL

ATTACHMENT C 1: OUTCOME MEASUREMENT FRAMEWORK

ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION

IN WITNESS THEREOF, the County and the Agency have executed this Agreement as of the date first above written.

AGENCY:

(Insert legal name of Agency)

Witness as to Agency

By: _____

(Type or print name and title of signatory)

Witness as to Agency

ATTEST:
BOB INZER, CLERK OF THE COURT LEON COUNTY, FLORIDA
LEON COUNTY, FLORIDA

BY: _____ BY: _____
Vincent S. Long, County Administrator

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

Herbert W.A. Thiele, Esq.
County Attorney

**THE LEON COUNTY HUMAN SERVICES DIVISION
GENERAL REVENUE CONTRACT ATTACHMENTS FOR FY 2014/15**



- ✓ **ATTACHMENT A: STATEMENT OF WORK**
- ✓ **ATTACHMENT B: COLLABORATION PLAN**
- ✓ **ATTACHMENT C: PROGRAM LOGIC MODEL**
- ✓ **ATTACHMENT C 1: OUTCOME MEASUREMENT FRAMEWORK**
- ✓ **ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION**

**ATTACHMENT A: STATEMENT OF WORK
FISCAL YEAR 2014/15**

Instructions: Please type your responses on the form provided. a copy may be downloaded at <http://cms.leoncountyfl.gov/Home/Departments/OfficeofHumanServicesandCommunityPartnership/CHSP/CHSPContractandReportingForms>. If you need additional space, insert extra pages.

- A. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations** (This is the only name that can be legally recognized.):
- B. Provide a **Program Narrative** for approved activity. In the narrative, please include the following information:
1. Identify the **target population** (including the geographic area such as the Bond, Apalachee Ridge, and Frenchtown communities, County-wide, county-wide, etc.,) that your program will serve. State the number of **unduplicated persons** (persons served only once within a given fiscal year) that you plan to serve during FY 2014/15.
 2. Give an overall **description of services, products, etc.**, that will be provided by the Agency using Grant Funds.
 3. Complete a **timeline**: Provide a **list of major program tasks/activities that you plan to accomplish** during the fiscal year 2014/15 and the date anticipated for its completion. This schedule will be used as a monitoring and planning tool.

Example: Task: Enroll 20 youth Date of Completion: Nov. 1, 2015

Tasks/Activities

Date of Completion

ATTACHMENT B: COLLABORATION PLAN FOR FY 2014/2015

Instructions: Please type your responses. A copy may be downloaded at <http://cms.leoncountyfl.gov/Home/Departments/OfficeofHumanServicesandCommunityPartnership/CHSP/CHSPContractandReportingForms>. If you need additional space, insert extra pages. Also, remember you can use the section included in your CHSP application which addresses this same program area. However, please conform this section to contract standards by utilizing the exact format (items A & B) listed on this page, and remove the old numbering and page titles from the CHSP application.

- A. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations**:
- B. **Utilizing your 2014/2015 CHSP application**, describe the specific types of collaborative approaches that your agency will use to increase its effectiveness in providing quality services and meeting stated program goals and objectives. Identify your agency's collaborative partners, including community-based resources, and explain how you will work together to address the needs of the program's target population.

ATTACHMENT C: PROGRAM LOGIC MODEL FOR FY 2014/2015

Instructions: Remember you can use the forms included in your CHSP application that addresses this same area. As you complete this form, please be realistic in what your program can actually accomplish and measure, recognizing that some programs can only impact short-term objectives based on the length of the particular intervention (for example, this would be true for anonymous telephone crisis counseling services). Please type your responses on the form provided. A copy may be downloaded at <http://cms.leoncountyfl.gov/Home/Departments/OfficeofHumanServicesandCommunityPartnership/CHSP/CHSPContractandReportingForms>. For consistency, the narrative descriptions included in Attachments C and CI utilize information from the “Measuring Program Outcomes: A Practical Approach” manual.

- A. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations**:
- B. On the form provided for the Program Logic Model complete the following sections:
1. List **Program Inputs**: resources dedicated to or consumed by the program to meet its stated program goals and objectives such as staffing and funding.
 2. List **Program Activities**: what the program does (types of activities) with the inputs to fulfill its mission such as mentoring and counseling.
 3. List **Program Outputs**: the direct number of products or units of services provided by the program such as the number of classes and hours of service delivered.
 4. List **Program Outcomes**: direct benefits for participants during and after involvement in the program such as improvements in reading skills or reduced recidivism rates for youth involved in the juvenile justice system. The program outcome is reported by the **total number and percentage of participants** achieving the defined outcome (objectives). **Specific numbers and percentages must be included in this section.**

**ATTACHMENT C1: OUTCOME MEASUREMENT FRAMEWORK FOR
FY 2014/2015**

Instructions: Remember you can use the forms included in your CHSP application that addresses this same area. As you complete this form, please be realistic in what your program can actually accomplish and measure, recognizing that some programs can only impact short-term objectives based on the length of the particular intervention (for example, this would be true for anonymous telephone crisis counseling services). Please type your responses on the form provided. A copy may be downloaded at: <http://cms.leoncountyfl.gov/Home/Departments/OfficeofHumanServicesandCommunityPartnership/CHSP/CHSPContractandReportingForms>

- A. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations**:

- B. On the form provided for the Outcome Measurement Framework complete the following sections:
 - 1) List **Program Outcomes**: benefits for participants during and after their participation in the program (sequentially, first list short-term, intermediate, and then long term outcomes).
 - 2) List **specific Indicators**: positive indicators which demonstrate that the program is benefiting its participants (specify indicators for your program outcomes by identifying the specific, observable accomplishments or changes that will tell you whether each outcome has been achieved). Ask yourself how can you tell if the outcome has been achieved. What does the outcome look like when it occurs? Successful indicators include graduation from high school, reduction in school suspensions. Indicators must be observable and measurable.
 - 3) State **Data Source**: type of data source that will be utilized to measure the effectiveness of the program (for example, report cards, testing scores, survey results, discipline records, trained observers, etc.). As you consider a potential data source, ask yourself if it is reasonable to believe that the data source will provide useful, reliable information related to the specific outcome.
 - 4) **Method of Collection**: explain what method you will utilize to collect the information (e.g., how you will obtain the data, the type of data collection instruments you will use, procedures addressing how the instruments will be used). Areas of consideration include the purchase costs of the assessment instruments, the usefulness of the data to assist program managers in making program improvements, and the credibility of the data collected. The choice of a data collection method may represent a trade-off between cost, response rate, time required to obtain the data, and other factors.

**ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION
(FY 2014/2015)**

Instructions: Please type your responses on the form provided. A copy may be downloaded at:
<http://cms.leoncountyfl.gov/Home/Departments/OfficeofHumanServicesandCommunityPartnership/CHSP/CHSPContractandReportingForms.>
If you need additional space, insert extra pages.

1. List the **Legal Name** of the Agency as listed with the **Florida Division of Corporations**:

2. Total amount of Grant Funds awarded: \$ _____

3. Budget for Grant Funds. (Please Note: This budget should be based on the budget projections provided in the CHSP application or modified as appropriate if the Agency was not allocated the full funding request. Also note that each cost category must be specified - "other" is not allowed as a cost category.)

<u>COST CATEGORY</u>	<u>BUDGET</u>
a) Personnel Services	_____
b) Contractual Services	_____
c) Materials, Supplies and Postage	_____
d) Printing and copying	_____
e) Equipment Purchase, Rental and Maintenance	_____
f) Occupancy, Utilities and Telephone	_____
g) Travel, Workshops and Training	_____
h) Direct Client Services	_____
i) Collaborative Partnership Activities	_____
j) Incorporation-Related Services	_____
k) Other: Specify _____	_____
TOTAL BUDGET	_____

TEAM ONE - CHILDREN'S SERVICES							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
CAP AREA COMM ACTION	70,000	99,351	85,000	75,000	0	10,000	85,000
Head Start	70,000	99,351	85,000	75000		10000	85,000
CHILDREN'S HOME SOCIETY	105,964	155,000	75,500	30,000	21,500	24,000	75,500
Pregnancy Counseling & Adoption	18,000	25,000	5,000		5000		5,000
Early Steps	16,500	25,000	16,500		16500		16,500
Tree House	55,000	65,000	30,000	30000			30,000
Family Connection	4,000	20,000	4,000			4000	4,000
VOCA	12,464	20,000	20,000			20000	20,000
EARLY LEARNING COALITION	80,000	185,830	95,000	0	64,694	30,306	95,000
Childcare Tuition Assistance	80,000	185,830	95,000		64694	30306	95,000
KIDS, INCORPORATED	211,000	250,000	250,000	50,000	0	200,000	250,000
Early Head Start Match	211,000	250,000	250,000	50000		200000	250,000
REFUGE HOUSE	66,000	66,000	56,694	0	0	56,694	56,694
Children's Program	66,000	66,000	56,694			56694	56,694
PIVOTAL POINT	86,000	100,000	87,694	87,694	0	0	87,694
Big Headed Beaver	86,000	100,000	87,694	87694			87,694
TOTAL	618,964	856,181	649,888	242,694	86,194	321,000	649,888
Available for Allocation			649,888				0
Over/Under			0				

TEAM TWO - COMMUNITY SUPPORT							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
2-1-1 Big Bend	127,561	192,096	149,669	29,823	103,177	16,669	149,669
Helpline 24	127,561	192,096	149,669	29823	103177	16669	149,669
A Life Recovery Center	92,150	97,000	70,000	37,000	0	33,000	70,000
Program	92,150	97,000	70,000	37000		33000	70,000
Big Bend Habitat for Humanity	20,000	65,000	20,000	0	20000	0	20,000
Home Construction	20,000	65,000	20,000	0	20000		20,000
Big Bend Hospice	70,000	105,200	70,015	0	0	70015	70,015
Bereavement Services	70,000	105,200	70,015			70015	70,015
LEGAL AID FOUNDATION	7,000	28,000	10,000	0	0	10,000	10,000
Civil Legal Assistance	7,000	28,000	10,000			10000	10,000
LEGAL SERVICES OF N.F.	25,000	50,000	38,000	0	0	38,000	38,000
Legal Services to the Poor	25,000	50,000	38,000			38000	38,000
Literacy Volunteers	20,000	23,000	23,000	0	0	23,000	23,000
Leon County	20,000	23,000	23,000			23000	23,000
LUTHERAN SOCIAL SVCS	2,500	10,000	8,000	0	8,000	0	8,000
CRTA	2,500	10,000	8,000		8000		8,000
PLANNED PARENTHOOD	16,632	16,632	13,185	0	0	13,185	13,185
Education Services	16,632	16,632	13,185			13185	13,185
REFUGE HOUSE	40,000	40,000	40,000	0	40,000	0	40,000
Rape Crisis	40,000	40,000	40,000		40000		40,000
TOTAL	420,843	626,928	441,869	66,823	171,177	203,869	441,869
Available for Allocation			441,869				
Over/Under			0				

TEAM THREE - PERSONS WITH DISABILITIES							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
ABILITY 1ST	60,000	66,000	65,573	40,000	0	25,573	65,573
Accessibility Services	60,000	66,000	65,573	40000		25573	65,573
DICK HOWSER CENTER	103,000	145,000	103,000	0	0	103,000	103,000
Leon Center	103,000	145,000	103,000			103000	103,000
EPILEPSY ASSOCIATION	22,000	22,000	22,000	0	0	22,000	22,000
Client Services	22,000	22,000	22,000			22000	22,000
FL DISABLED OUTDOORS ASSOC.	13,782	20,000	14,700	0	0	14,700	14,700
Sports Ability	9,782	10,000	9,700			9700	9,700
Miracle Sports	4,000	10,000	5,000			5000	5,000
LIGHTHOUSE OF THE BIG BEND	22,000	23,000	20,000	0	0	20,000	20,000
Vision	22,000	23,000	20,000			20000	20,000
LEON SPECIAL OLYMPICS	20,000	30,000	25,000	0	0	25,000	25,000
Leon Athletic Program	20,000	30,000	25,000			25000	25,000
OFFICE OF PUBLIC GUARDIAN	18,250	18,250	18,250	0	0	18,250	18,250
Public Guardianship	18,250	18,250	18,250			18250	18,250
W.A.V.E.	6,238	10,350	10,000	10,000	0	0	10,000
Social Activities	2,238	3,000	3,000	3000			3,000
Life Skills	4,000	7,350	7,000	7000			7,000
TOTAL	265,270	334,600	278,523	50,000	0	228,523	278,523
Available for Allocation			278,523				
Over/Under			0				

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TEAM FOUR - BASIC NEEDS							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
AMERICAN RED CROSS	30,000	75,000	8,562	0	0	8,562	8,562
Emergency Services	30,000	75,000	8,562			8562	8,562
BIG BEND HOMELESS COALITION	60,000	85,000	81,311	12,195	29,805	39,311	81,311
Hope Community	60,000	85,000	81,311	12,195	29805	39311	81,311
CATHOLIC CHARITIES	35,172	60,000	30,000	0	0	30,000	30,000
Family Assistance	35,172	60,000	30,000			30000	30,000
CAP. AREA COMMUN. ACTION	0	50,088	0	0	0	0	0
FSS	0	50,088	0				0
CAPITAL CITY YOUTH SERVICES	0	36,000	33,000	16,500	0	16,500	33,000
Transitional Living	0	36,000	33,000	16500		16500	33,000
ECHO	67,500	112,500	67,500	35,000	32,500	0	67,500
Emergency Resources	17,500	20,000	17,500		17500		17,500
Weekend Meals	15,000	17,500	15,000		15000		15,000
Renaissance Community Center	35,000	75,000	35,000	35000			35,000
GOOD NEWS	48,200	53,020	48,200	48,200	0	0	48,200
Mercy House	22,000	24,200	22,000	22000			22,000
Food Outreach & Soup Kitchen	15,200	16,720	15,200	15200			15,200
Mission Oaks	11,000	12,100	11,000	11,000			11,000
HOPE HOUSE	0	30,000	0	0	0	0	0
Program	0	30,000	0				0
THE SHELTER	335,000	616,500	335,000	0	0	335,000	335,000
Main Shelter	335,000	616,500	335,000			335000	335,000
PROJECT ANNIE	6,600	10,000	8,000	8,000	0	0	8,000
Elderly & Disabled Feeding Program	6,600	10,000	8,000	8000			8,000
TOTAL	582,472	1,128,108	611,573	119,895	62,305	429,373	611,573
Available for Allocation			611,573				
Over/Under			0				

TEAM FIVE - FAMILY SUPPORT							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
Boys Town	20,000	32,022	32,000	32,000	0	0	32,000
Support A Home	20,000	32,022	32,000	32000			32,000
BREHON	96,693	101,528	101,193	30,000	50,000	21,193	101,193
Brehon House	90,000	94,500	94,500	30000	50000	14500	94,500
Healthy Families	6,693	7,028	6,693			6693	6,693
CAP CITY YOUTH SERVICES	107,000	123,500	107,000	46,000	0	61,000	107,000
SomePlace Else	107,000	123,500	107,000	46,000		61,000	107,000
ECHO	30,000	35,000	30,000	0	18,000	12,000	30,000
Family Services Program	30,000	35,000	30,000		18000	12000	30,000
Lutheran Social Services	15,000	27,000	18,000	0	18,000	0	18,000
Inn Between	15,000	27,000	18,000		18000		18,000
PACE	0	24,650	5,000	5,000	0	0	5,000
Reach	0	24,650	5,000	5000			5,000
REFUGE HOUSE	110,000	110,000	104,420	0	20,000	84,420	104,420
Residential	85,000	85,000	84,420			84420	84,420
Outreach Courthouse	25,000	25,000	20,000		20000		20,000
VISIONS OF MANHOOD	0	25,000	0	0	0	0	0
Fatherhood Initiative	0	25,000	0				0
TOTAL	378,693	478,700	397,613	113,000	106,000	178,613	397,613
Available for Allocation			397,613				
Over/Under			0				

TEAM SIX - PHYSICAL HEALTH							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
BIG BEND CARES	143,329	143,329	143,329	57,000	0	86,329	143,329
HIV Client Care	95,000	95,000	95,000	57000		38000	95,000
HIV Prev, Testing, Outreach & Educ.	48,329	48,329	48,329			48329	48,329
BIG BEND HOSPICE	45,000	88,050	0	0	0	0	0
Supportive Services	45,000	88,050	0				0
CAPITAL AREA HEALTHY START	0	60,000	34,200	0	0	34,200	34,200
Pre & Inter-Conception Health Educ.	0	60,000	34,200			34200	34,200
NEIGHBORHOOD MEDICAL CENTER	145,000	168,000	84,000	39,000	0	45,000	84,000
Health Clinic	145,000	168,000	84,000	39000		45000	84,000
SICKLE CELL FOUNDATION	78,000	95,000	95,000	95,000	0	0	95,000
Outreach/Treatment	78,000	95,000	95,000	95000			95,000
THE SHELTER	50,000	68,210	68,210	0	0	68,210	68,210
Clinic	50,000	68,210	68,210			68210	68,210
CMS FOUNDATION	25,000	65,000	65,000	32,500	0	32,500	65,000
We Care	25,000	65,000	65,000	32500		32500	65,000
TOTAL	486,329	687,589	489,739	223,500	0	266,239	489,739
Available for Allocation			510,626				
Over/Under			20,887				

TEAM SEVEN - SENIOR SERVICES							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
ALZHEIMER'S PROJECT	90,000	110,000	94,906	0	65,000	29,906	94,906
Program Support	90,000	110,000	94,906		65000	29906	94,906
ELDER CARE SERVICES	324,500	412,380	339,300	57,000	0	282,300	339,300
Senior Outreach Services	45,000	49,500	45,000			45000	45,000
Nutrition	180,000	187,000	185,000	50000		135000	185,000
In-Home	53,500	97,680	60,000			60000	60,000
Retired Senior Volunteer Program	7,000	13,200	7,000	7000			7,000
Elder Day Stay	39,000	65,000	42,300			42300	42,300
GOOD NEWS	8,617	9,480	9,480	9,480	0	0	9,480
Elder Services	8,617	9,480	9,480	9480			9,480
SENIOR CITIZENS FOUNDTION	9,000	12,118	9,000	0	9,000	0	9,000
Southside Outreach	9,000	12,118	9,000		9000		9,000
SMITH WILLIAMS CTR FND.	10,000	20,000	11,520	11,520	0	0	11,520
Senior Solutions	10,000	20,000	11,520	11520			11,520
TOTAL	442,117	563,978	464,206	78,000	74,000	312,206	464,206
Available for Allocation			464,206				
Over/Under			0				

TEAM NINE - YOUTH CHARACTER BUILDING							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
AFRICAN CARIBBEAN DANCE	25,000	45,000	17,500	17,500	0	0	17,500
Program	25,000	45,000	17,500	17500			17,500
BIG BEND CRIME STOPPERS	0	23,875	0	0	0	0	0
Program	0	23,875	0				0
BIG BROTHERS/BIG SISTERS	137,500	167,500	137,500	0	0	137,500	137,500
Community Based Mentoring	85,000	85,000	85,000			85000	85,000
School Based Mentoring	10,000	40,000	10,000			10000	10,000
Mentoring Children of Prisoners	42,500	42,500	42,500			42500	42,500
BOYS & GIRLS CLUB/BB	206,367	229,600	210,000	45,000	102,000	63,000	210,000
Great Futures Start Here	0	229,600	210,000	45,000	102,000	63,000	210,000
Clubs	206,367						0
BOY SCOUTS	15,878	30,000	12,000	0	0	12,000	12,000
Comprehensive Youth Development	15,878	30,000	12,000			12000	12,000
CAP. AREA HEALTHY START	30,000	40,000	40,000	0	40,000	0	40,000
Stronger Girls	30,000	40,000	40,000	0	40000		40,000
CAPITAL REGIONAL YMCA	18,000	39,000	25,000	0	0	25,000	25,000
Youth Sports	12,000	14,000	10,000			10000	10,000
Summer Day Camp	6,000	25,000	15,000			15000	15,000
GIRL SCOUTS	3,571	17,372	5,000	0	0	5,000	5,000
Reaching Out Program	3,571	17,372	5,000			5000	5,000
IMANI DANCE PROGRAM	33,000	44,500	35,000	0	35,000	0	35,000
Afterschool Program	33,000	44,500	35,000		35000		35,000
LINCOLN CENTER FOUNDATION	40,000	60,000	45,000	45,000	0	0	45,000
Boxing Club	40,000	60,000	45,000	45000			45,000
TALLAHASSEE BOYS CHOIR	5,927	54,000	20,000	0	0	20,000	20,000
Choir	5,927	54,000	20,000			20000	20,000

TURN ABOUT	107,300	139,541	95,000	0	0	95,000	95,000
Middle/High School Intervention	87,300	97,000	80,000			80000	80,000
Middle/High Intensive Outpatient	20,000	42,541	15,000			15000	15,000
VISIONS OF MANHOOD	31,135	85,000	0	0	0	0	0
Male Responsibility	21,135	65,000	0				0
Youth Education through Service	10,000	20,000	0				0
TOTAL	653,678	975,388	642,000	107,500	177,000	357,500	642,000
Available for Allocation			686,336				
Over/Under			44,336				

TEAM TEN - YOUTH EDUCATION							
Agency Name/Programs	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
DISTINGUISHED YOUNG GENTS.	20,000	65,000	17,824	0	17,824	0	17,824
Program	20,000	65,000	17,824		17824		17,824
FSU CARE	25,000	60,000	30,000	30,000	0	0	30,000
Pre-Collegiate Division	15,000	30,000	20,000	20000			20,000
Collegiate Division	10,000	30,000	10,000	10000			10,000
JOHN RILEY CENTER	37,188	75,000	45,000	0	45,000	0	45,000
Youth Culture & Literacy Acad. Prog	37,188	75,000	45,000		45000		45,000
LIVING STONES INTERNATIONAL	0	30,000	7,500	7,500	0	0	7,500
After School Tutoring/Mentoring	0	30,000	7,500	7500			7,500
MICCOSUKEE YOUTH ED	37,000	100,578	35,000	0	35,000	0	35,000
Academic Achievement Program	37,000	100,578	35,000		35000		35,000
PACE SCHOOL FOR GIRLS	81,760	116,085	71,760	23,500	25,500	22,760	71,760
Spirited Girls	46,260	47,160	46,260	23500		22760	46,260
Transition Program	25,000	44,275	20,000		20000		20,000
Family Reach	10,500	24,650	5,500		5500		5,500
PIVOTAL POINT	60,000	90,000	65,000	65,000	0	0	65,000
Character Kids	60,000	90,000	65,000	65000			65,000
POPS	22,000	76,128	25,000	0	25,000	0	25,000
Program for Students	22,000	76,128	25,000		25000		25,000
TOTAL	282,948	612,791	297,084	126,000	148,324	22,760	297,084
Available for Allocation			297,084				0
Over/Under			0				

2013-14 SUMMARY							
	2013/14 Allocation	2014/15 Request	2014/15 Allocation	City	County	United Way	Total
Team #1 Children's Services	618,964	856,181	649,888	242,694	86,194	321,000	649,888
Team #2 Community Support	420,843	626,928	441,869	66,823	171,177	203,869	441,869
Team #3 Persons with Disabilities	265,270	334,600	278,523	50,000	0	228,523	278,523
Team #4 Basic Needs	582,472	1,128,108	611,573	119,895	62,305	429,373	611,573
Team #5 Family Support	378,693	478,700	397,613	113,000	106,000	178,613	397,613
Team #6 Physical Health	486,329	687,589	510,626	223,500	0	266,239	489,739
Team #7 Senior Services	442,117	563,978	464,206	78,000	74,000	312,206	464,206
Team #9 Youth Character Building	653,678	975,388	686,336	107,500	177,000	357,500	642,000
Team #10 Youth Education	282,948	612,791	297,084	126,000	148,324	22,760	297,084
TOTAL	4,131,314	6,264,263	4,337,718	1,127,412	825,000	2,320,083	4,272,495
Available for Allocation				1,157,217	825,000	2,355,501	4,337,718
Over/Under				29,805	0	35,418	65,223

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Renew the Contract Between Leon County and the State of Florida Department of Health for the Provision of Public Health Services for FY 2014-15

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Eryn D. Calabro, Financial Compliance Manager Rosemary F. Evans, Healthcare Services Coordinator

Fiscal Impact:

This item has fiscal impact to the County. The County appropriated \$237,345 from general fund revenue for state-mandated public health services. Funds have been included in the FY2014-15 Budget.

Staff Recommendation:

Option #1: Approve the renewal of the FY2014-15 Contract between Leon County and the State of Florida Department of Health for the provision of public health services in an amount not to exceed \$237,345 (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

Chapter 83-177, Laws of Florida and Chapter 154, F.S., requires the execution of an annual contract between the State of Florida Department of Health (DOH), and Leon County, stipulating the services that would be provided by the Florida Department of Health in Leon County (DOH-Leon). The County's contribution is a general appropriation of \$237,345 for state-mandated public health services. DOH-Leon is charged by the State with providing the following public health services:

- Environmental health services
- Communicable disease control services
- Primary care services

Analysis:

The Contract between Leon County and DOH-Leon outlines the sources and the amounts of funding that will be committed to provide public health services in Leon County for FY 2014-15 (Attachment #1). As specified in the Contract, the County's contribution is a general fund appropriation not to exceed \$237,345 for state-mandated services. The Contract is effective from October 1, 2014 through September 30, 2015.

Environmental health services provided by DOH-Leon include the following:

- Facility and Food Programs ensure the safety of selected food service facilities; migrant labor camps; group care facilities; biomedical waste generators, storage facilities, and transporters; tanning facilities; and mobile home and recreational vehicle parks.
- Water Programs manages DOH responsibilities under the State Underground Petroleum Environmental Response Act (SUPER Act), Drycleaner Solvent Surveillance Program, and the Drinking Water Toxics Program. In addition, it sets standards for the operation of public swimming pools.
- Onsite Sewage Programs helps ensure the safety of the installation and repair of all onsite sewage treatment and disposal systems within Leon County. One of the programs is the licensing of septic tank contractors.

Communicable disease control services include the following:

- Detect disease outbreaks and respond promptly to prevent the spread
- Perform field investigations of cases, disasters, and outbreaks of diseases
- Identify sources of infection and provide control measures
- Manage cases of infants and women exposed to Hepatitis B
- Manage cases of children exposed to lead poisoning
- Consult with citizens and physicians on cases of possible Rabies exposure
- Consult with local medical providers on disease prevention and infection
- Educate and train the community to prevent disease

Primary care services include the following:

- Maternal and child health services
- Immunizations for children and adults
- Family planning
- Breast and cervical cancer screenings
- STD tests and screenings
- School health services
- Supplemental food assistance for Women, Infants, and Children (WIC)
- Children's dental services

Options:

1. Approve the renewal of the FY2014-15 Contract between Leon County and the State of Florida Department of Health for the provision of public health services in an amount not to exceed \$237,345 (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the renewal of the FY2014-15 Annual Contract between Leon County and the State of Florida Department of Health for the provision of public health services in an amount not to exceed \$237,345.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2014-15 Contract between Leon County and the State of Florida Department of Health.

**CONTRACT BETWEEN
LEON COUNTY, FLORIDA
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE LEON COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2014-2015**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Leon County, Florida ("County"), through their undersigned authorities, effective October 1, 2014.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Leon County Health Department ("CHD") is one of the County Health Departments created throughout Florida.

D. It is necessary for the parties hereto to enter into this Agreement in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2014, through September 30, 2015, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING.** The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed \$ 5,700,070.00 (State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$ 237,245.00 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the

County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Leon County
2965 Municipal Way
Tallahassee, FL 32304

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for Statewide Services. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore,

and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Leon County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall

remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for Statewide Services has approved the transfer. The Deputy Secretary for Statewide Services shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2015 for the report period October 1, 2014 through December 31, 2014;
- ii. June 1, 2015 for the report period October 1, 2014 through March 31, 2015;
- iii. September 1, 2015 for the report period October 1, 2014 through June 30, 2015; and
- iv. December 1, 2015 for the report period October 1, 2014 through September 30, 2015.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2015, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

For the County:

Claudia Blackburn
Name

Vincent S. Long
Name

CHD Health Officer
Title

County Administrator
Title

2965 Municipal Way

301 South Monroe

Tallahassee, Florida 32304
Address

Tallahassee, Florida 32301
Address

(850) 606-8150
Telephone

(850) 606-5300
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 21 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2014.

LEON COUNTY, FLORIDA

STATE OF FLORIDA

DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: Vincent S. Long

TITLE: County Administrator

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: Bob Inzer, Clerk of the Court
and Comptroller

TITLE: Leon County Florida

DATE: _____

APPROVED AS TO FORM:

SIGNED BY: _____

NAME: Herbert W.A. Thiele Esq., County Attorney

TITLE: Leon County Attorney's Office

DATE: _____

SIGNED BY: _____

NAME: John H. Armstrong, MD

TITLE: Surgeon General/Secretary of Health

DATE: _____

SIGNED BY: _____

NAME: Claudia Blackburn

TITLE: CHD Director/Administrator

DATE: _____

ATTACHMENT I

LEON COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC published Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning 42 U.S.C. & 64F- Program CDC	Requirements as specified in Public Law 91-572, 300, <i>et seq.</i> , 42 CFR part 59, subpart A, 45 CFR parts 74 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 19. Requirements and Guidance as specified in the Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization to 10	Periodic reports as specified by the department pertaining

immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

- guidance.
7. Environmental Health Programs Requirements as specified in Environmental Health Manual 150-4* and DHP 50-21*
8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.
- F.S. Requirements as specified in F.A.C. 64D-2 and 64D-3, 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
- Forms
9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11. General Communicable Disease Control and other individual cases outbreaks, and carry out assurance functions, as specified F.S. 384 and the CHD and Investigations. Carry out surveillance for reportable communicable acute diseases, detect outbreaks, respond to of reportable diseases, investigate communication and quality in F.A.C. 64D-3, F.S. 381, Epidemiology Guide to Surveillance
12. Refugee Health Program the Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

LEON COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/14	793,513	210,934	1,004,447
2. Drawdown for Contract Year October 1, 2014 to September 30, 2015	196,200	52,155	248,355
3. Special Capital Project use for Contract Year October 1, 2014 to September 30, 2015			
4. Balance Reserved for Contingency Fund October 1, 2014 to September 30, 2015	597,313	158,779	756,092

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT #1

HEON/COUNTY HEALTH DEPARTMENT

Part II: Sources of Contributions to County Health Department

October 2014 - September 30, 2014

	(Cash)	(Grants)	(Cash)	(Contributions)	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PATIENT CARE	170,000	0	170,000	0	170,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	62,619	0	62,619	0	62,619
015040 CHD - TB COMMUNITY PROGRAM	65,317	0	65,317	0	65,317
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	77,104	0	77,104	0	77,104
015040 MARY BROGAN BREAST & CERVICAL CANCER (NONREC GR)	2,460	0	2,460	0	2,460
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,798	0	6,798	0	6,798
015040 FAMILY PLANNING GENERAL REVENUE	65,341	0	65,341	0	65,341
015040 PRIMARY CARE PROGRAM	327,014	0	327,014	0	327,014
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	217,686	0	217,686	0	217,686
015050 CHD GENERAL REVENUE NON-CATEGORICAL	2,008,510	0	2,008,510	0	2,008,510
GENERAL REVENUE TOTAL	3,002,849	0	3,002,849	0	3,002,849
2. NON GENERAL REVENUE - STATE					
015010 STATE UNDERGROUND PETROLEUM RESPONSE ACT	6,500	0	6,500	0	6,500
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	9,400	0	9,400	0	9,400
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	224,230	0	224,230	0	224,230
NON GENERAL REVENUE TOTAL	240,130	0	240,130	0	240,130
3. FEDERAL FUNDS - STATE					
007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN	49,737	0	49,737	0	49,737
007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	30,700	0	30,700	0	30,700
007000 BIOTERRORISM HOSPITAL PREPAREDNESS	25,122	0	25,122	0	25,122
007000 WIC BREASTFEEDING PEER COUNSELING PROG	10,995	0	10,995	0	10,995
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	13,668	0	13,668	0	13,668
007000 FAMILY PLANNING TITLE X - GRANT	115,024	0	115,024	0	115,024
007000 IMMUNIZATION FIELD STAFF	4,000	0	4,000	0	4,000
007000 IMMUNIZATION ACTION PLAN	17,756	0	17,756	0	17,756
007000 MCH SPECIAL PROJECT PRAMS	30,782	0	30,782	0	30,782
007000 PHP PUBLIC HEALTH PREPAREDNESS BASE ALLOC	152,887	0	152,887	0	152,887
007000 AIDS PREVENTION	257,086	0	257,086	0	257,086
007000 RYAN WHITE TITLE II CARE GRANT	44,217	0	44,217	0	44,217
007000 RAPE PREVENTION & EDUCATION GRANT	27,875	0	27,875	0	27,875
007000 SEXUAL ASSAULT VICTIMS SERVICES PHBG	4,800	0	4,800	0	4,800
007000 IMPROVING STD PROGRAMS	24,372	0	24,372	0	24,372
007000 TOBACCO PREVENTION AND CONTROL PROGRAM	12,000	0	12,000	0	12,000
007000 WIC PROGRAM ADMINISTRATION	1,416,858	0	1,416,858	0	1,416,858
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	2,300	0	2,300	0	2,300
015075 SUPPLEMENTAL SCHOOL HEALTH	216,912	0	216,912	0	216,912
FEDERAL FUNDS TOTAL	2,457,091	0	2,457,091	0	2,457,091
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	165,256	0	165,256	0	165,256
001092 CHD STATEWIDE ENVIRONMENTAL FEES	92,445	0	92,445	0	92,445
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	10,272	0	10,272	0	10,272

	(Cash)	Trust Fund	(Cash)	Contribution	Total
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	4,396	0	4,396	0	4,396
001206 SEPTIC TANK RESEARCH SURCHARGE	708	0	708	0	708
001206 SEPTIC TANK VARIANCE FEES 50%	865	0	865	0	865
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	7,078	0	7,078	0	7,078
001206 DRINKING WATER PROGRAM OPERATIONS	462	0	462	0	462
001206 REGULATION OF BODY PIERCING SALONS	120	0	120	0	120
001206 TANNING FACILITIES	856	0	856	0	856
001206 ONSITE SEWAGE TRAINING CENTER	2,040	0	2,040	0	2,040
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	946	0	946	0	946
001206 MOBILE HOME & RV PARK FEES	1,192	0	1,192	0	1,192
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	286,636	0	286,636	0	286,636
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	196,200	0	196,200	0	196,200
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY:					
001078 CHD CLINIC FEES	0	400	400	0	400
001082 CHD CLINIC FEES	0	165,000	165,000	0	165,000
001083 CHD CLINIC FEES	0	15,000	15,000	0	15,000
001087 CHD CLINIC FEES	0	3,000	3,000	0	3,000
001147 CHD CLINIC FEES	0	968,173	968,173	0	968,173
001148 CHD CLINIC FEES	0	31,100	31,100	0	31,100
MEDICAID TOTAL	0	1,182,673	1,182,673	0	1,182,673
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
MEDICAID TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	1,128,222	1,128,222
PHARMACY DRUG PROGRAM	0	0	0	163,628	163,628
STD	0	0	0	0	0
WIC PROGRAM	0	0	0	3,094,576	3,094,576
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	71,756	71,756
IMMUNIZATIONS	0	0	0	167,956	167,956
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	4,626,138	4,626,138
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008034 CHD LOCAL REVENUE & EXPENDITURES	0	237,345	237,345	0	237,345
008040 REVENUE CONTRACT/MOA W/NO REPORTING REQUIREMENT	0	12,500	12,500	0	12,500
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	249,845	249,845	0	249,845
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	32,500	32,500	0	32,500

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	001094	001114	001115	Fees Authorized by County Total	11. Other Cash and Local Contributions - County	12. Allocable Revenue - County	13. Buildings - County	14. Other County Contributions Not in CHD Trust Fund - County	Grand Total CHD Program
001094	CHD STATEWIDE ENVIRONMENTAL FEES	0	14,000	14,000	0	0	0	0	14,000
001114	VITAL STATISTICS CERTIFIED RECORDS	0	85,000	85,000	0	0	0	0	85,000
001115	VITAL STATISTICS CERTIFIED RECORDS	0	150,000	150,000	0	0	0	0	150,000
	FEES AUTHORIZED BY COUNTY TOTAL	0	281,500	281,500	0	0	0	0	281,500
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY									
001029	CHD CLINIC FEES	0	100,500	100,500	0	0	0	0	100,500
001090	CHD CLINIC FEES	0	8,000	8,000	0	0	0	0	8,000
005041	CHD LOCAL REVENUE & EXPENDITURES	0	1,200	1,200	0	0	0	0	1,200
008050	SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	530,356	530,356	0	0	0	0	530,356
011001	CHD HEALTHY START COALITION CONTRACT	0	197,968	197,968	0	0	0	0	197,968
011001	HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	378,343	378,343	0	0	0	0	378,343
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	52,155	52,155	0	0	0	0	52,155
	OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	1,268,522	1,268,522	0	0	0	0	1,268,522
12. ALLOCABLE REVENUE - COUNTY									
		0	0	0	0	0	0	0	0
	COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0	0	0	0
13. BUILDINGS - COUNTY									
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	1,313,930	1,313,930			
	OTHER (Specify)custodial	0	0	0	176,937	176,937			
	UTILITIES	0	0	0	144,175	144,175			
	BUILDING MAINTENANCE	0	0	0	137,840	137,840			
	GROUNDS MAINTENANCE	0	0	0	9,427	9,427			
	INSURANCE	0	0	0	1,989	1,989			
	OTHER (Specify)	0	0	0	0	0			
	OTHER (Specify)	0	0	0	0	0			
	BUILDINGS TOTAL	0	0	0	1,784,298	1,784,298			
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY									
	EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0			
	VEHICLE INSURANCE	0	0	0	0	0			
	VEHICLE MAINTENANCE	0	0	0	0	0			
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0			
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0			
	OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0			
	GRAND TOTAL CHD PROGRAM	6,182,906	2,982,540	9,165,446	6,410,436	15,575,882			

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ATTACHMENT II

Part III Planned Strategic Client Services and Programs by the Client Service Area Within Budgetary Control

	FTE/0.00	Client Lines	Services/Visits	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	State	County	Grand Total
				(Funds Dollars 000)														
A. COMMUNICABLE DISEASE CONTROL:																		
IMMUNIZATION (101)	5.89	5,289	5,655	103,736	88,893	103,736	103,695	322,123	77,937	400,060								
SEXUALLY TRANS. DIS. (102)	5.81	2,273	3,584	107,332	91,975	107,332	107,292	381,476	32,455	413,931								
HIV/AIDS PREVENTION (03A1)	7.69	3	231	113,566	97,318	113,566	113,523	431,522	6,451	437,973								
HIV/AIDS SURVEILLANCE (03A2)	1.38	1	4	18,186	15,584	18,186	18,180	68,183	1,953	70,136								
HIV/AIDS PATIENT CARE (03A3)	2.68	1	91	66,105	56,647	66,105	66,079	254,737	199	254,936								
ADAP (03A4)	0.69	1	1	15,588	13,358	15,588	15,582	60,065	51	60,116								
TUBERCULOSIS (104)	1.46	8	111	26,018	22,295	26,018	26,007	100,230	108	100,338								
COMM. DIS. SURV. (106)	1.29	0	520	24,858	21,301	24,858	24,848	90,000	5,865	95,865								
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0								
PREPAREDNESS AND RESPONSE (116)	2.47	0	6	56,157	48,122	56,157	56,135	216,571	0	216,571								
REFUGEE HEALTH (118)	0.03	24	108	367	315	367	367	1,413	3	1,416								
VITAL RECORDS (180)	3.33	12,973	24,246	48,293	41,383	48,293	48,274	0	186,243	186,243								
COMMUNICABLE DISEASE SUBTOTAL	32.72	20,573	34,557	580,206	497,191	580,206	579,982	1,926,320	311,265	2,237,585								
B. PRIMARY CARE:																		
CHRONIC DISEASE PREVENTION PRO (210)	1.11	0	0	10,347	8,866	10,347	10,343	39,903	0	39,903								
WIC (21W1)	34.01	8,437	105,214	428,757	367,411	428,757	428,592	1,653,517	0	1,653,517								
TOBACCO USE INTERVENTION (212)	3.33	0	0	55,232	47,329	55,232	55,211	213,004	0	213,004								
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.05	0	4,515	11,546	9,894	11,546	11,540	44,526	0	44,526								
FAMILY PLANNING (223)	13.06	3,509	7,803	211,712	181,421	211,712	211,631	740,940	75,536	816,476								
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	0	0	0	0	0	0	0								
HEALTHY START PRENATAL (227)	8.92	1,738	10,755	128,497	110,112	128,497	128,448	0	495,554	495,554								
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	0	0	0	0	0	0	0								
HEALTHY START CHILD (231)	5.05	1,160	6,646	61,377	52,595	61,377	61,354	37,590	199,113	236,703								
SCHOOL HEALTH (234)	30.17	0	476,548	319,177	273,510	319,177	319,053	700,560	530,357	1,230,917								
COMPREHENSIVE ADULT HEALTH (237)	1.77	599	766	32,695	28,017	32,695	32,681	120,457	5,631	126,088								
COMMUNITY HEALTH DEVELOPMENT (238)	1.11	0	0	22,700	19,452	22,700	22,690	87,542	0	87,542								
DENTAL HEALTH (240)	19.20	6,845	15,540	340,777	292,019	340,777	340,646	141,046	1,173,173	1,314,219								
PRIMARY CARE SUBTOTAL	119.78	22,288	627,787	1,622,817	1,390,626	1,622,817	1,622,189	3,779,085	2,479,364	6,258,449								
C. ENVIRONMENTAL HEALTH:																		
Water and Onsite Sewage Programs																		
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0								
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.18	56	137	4,401	3,771	4,401	4,398	4,158	12,813	16,971								
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0								
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0								
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	5.44	1,325	2,387	89,025	76,288	89,025	88,992	302,104	41,226	343,330								
Group Total	5.62	1,381	2,524	93,426	80,059	93,426	93,390	306,262	54,039	360,301								
Facility Programs																		
TATTOO FACILITY SERVICES (344)	0.04	0	40	742	636	742	743	2,863	0	2,863								

Part III: Planning Studies, Grants, Services and Special Programs

Category	000	000	000	000	000	000	000	000	000	000
FOOD HYGIENE (348)	1.42	205	920	22,278	19,091	22,278	22,269	41,867	44,049	85,916
BODY PIERCING FACILITIES SERVICES (349)	0.01	7	8	211	180	211	210	812	0	812
GROUP CARE FACILITY (351)	1.37	177	296	22,406	19,201	22,406	22,398	0	86,411	86,411
MIGRANT LABOR CAMP (352)	0.01	3	16	248	212	248	247	0	955	955
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.15	97	206	2,294	1,966	2,294	2,294	8,848	0	8,848
POOLS/BATHING PLACES (360)	0.70	317	995	10,233	8,769	10,233	10,228	39,463	0	39,463
BIOMEDICAL WASTE SERVICES (364)	0.34	231	266	4,752	4,072	4,752	4,750	18,326	0	18,326
TANNING FACILITY SERVICES (369)	0.04	31	68	670	574	670	668	2,582	0	2,582
Group Total	4.08	1,068	2,815	63,834	54,701	63,834	63,807	114,761	131,415	246,176
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.15	30	72	2,478	2,124	2,478	2,478	6,500	3,058	9,558
Group Total	0.15	30	72	2,478	2,124	2,478	2,478	6,500	3,058	9,558
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.06	64	158	881	755	881	882	0	3,399	3,399
RABIES SURVEILLANCE (366)	0.15	30	60	2,878	2,466	2,878	2,876	11,098	0	11,098
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.21	94	218	3,759	3,221	3,759	3,758	11,098	3,399	14,497
ENVIRONMENTAL HEALTH SUBTOTAL	10.06	2,573	5,629	163,497	140,105	163,497	163,433	438,621	191,911	630,532
D. NON-OPERATIONAL COSTS:										
SPECIAL CONTRACTS (599)	0.00	0	0	2,579	2,210	2,579	2,577	9,945	0	9,945
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	7,503	6,429	7,503	7,500	28,935	0	28,935
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	10,082	8,639	10,082	10,077	38,880	0	38,880
TOTAL CONTRACT	162.56	45,434	667,973	2,376,602	2,036,561	2,376,602	2,375,681	6,182,906	2,982,540	9,165,446

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ATTACHMENT III
LEON COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
LEON COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Headquarters Building Leon County Health Department	2964 Municipal Way Tallahassee, Fl	Leon County
Roberts & Stevens Medical Services Center Leon County Health Department	1515 Old Bainbridge Road Tallahassee, Fl	Leon County
Richardson-Lewis Clinic Leon County Health Department	872 W. Orange Avenue Tallahassee, Fl	Leon County
Environmental Health Leon County Health Department	435 N. Macomb Street Tallahassee, Fl	Leon County
Center for Dental Care and Prevention Leon County Health Department	912 Railroad Avenue Tallahassee, Fl	Leon County
Fairview Middle School Clinic	3415 Zillah Rd Tallahassee, Fl	Leon County School Board
Deerlake Middle School	9902 Deerlake Way Tallahassee, Fl	Leon County School Board
Griffin Middle School Clinic	800 Alabama Street Tallahassee, Fl	Leon County School Board
Montsford Middle School	5789 Pimlico Dr. Tallahassee, Fl	Leon County School Board
Nims Middle School Clinic	723 W. Orange Avenue Tallahassee, Fl	Leon County School Board
Raa Middle School	401 West Tharpe Street Tallahassee, Fl	Leon County School Board
Swift Creek Middle School	2100 Pedrick Rd Tallahassee, Fl	Leon County School Board
Cobb Middle School	915 Hill Crest Street Tallahassee, Fl	Leon County School Board

Ghazvini School	860 Blountstown Hwy Tallahassee, FL	
Bond	2204 Saxon Street Tallahassee, FL	Leon County School Board
Bucklake	1600 Pedrick Road Tallahassee, FL	Leon County School Board
Canopy Oaks	3250 Pointview Drive Tallahassee, FL	Leon County School Board
Conley	2400 E Orange Ave Tallahassee, FL	Leon County School Board
DeSoto Trail	2930 Velda Dairy Road Tallahassee, FL	Leon County School Board
Hartsfield	1414 Chowkeebinnen Tallahassee, FL	Leon County School Board
Hawks Rise	205 Meadow Ridge Drive Tallahassee, FL	Leon County School Board
Kate Sullivan	927 Micosukee Road Tallahassee, FL	Leon County School Board
Pace School	3413 Zillah Road Tallahassee, FL	Leon County School Board
Pineview	2230 Lake Bradford Road Tallahassee, FL	Leon County School Board
Riley	1400 Indiana Street Tallahassee, FL	Leon County School Board
Ruediger	526 West 10th Avenue Tallahassee, FL	Leon County School Board
Sabal Palm	2813 Ridgeway Road Tallahassee, FL	Leon County School Board
Sealey	2815 Allen Road Tallahassee, FL	Leon County School Board
Springwood	3801 Fred George Road Tallahassee, FL	Leon County School Board
Woodville	9373 Woodville Highway Tallahassee, FL	Leon County School Board

ATTACHMENT V
LEON COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2013-2014*	\$ _____	\$ _____	\$ _____ -
2014-2015**	\$ _____	\$ _____	\$ _____ -
2015-2016***	\$ _____	\$ _____	\$ _____ -
2016-2017***	\$ _____	\$ _____	\$ _____ -
PROJECT TOTAL	\$ _____ -	\$ _____ -	\$ _____ -

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE *(initial expenditure of funds)*: _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____

CONSTRUCTION COSTS: \$ _____

FURNITURE/EQUIPMENT \$ _____

TOTAL PROJECT COST: \$ _____ -

COST PER SQ FOOT: \$ _____ #DIV/0!

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

*Cash balance as of 9/30/14.
 **Cash to be transferred to FCO account.
 ***Cash anticipated for future contract years.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Proposed Revised Enabling Resolution to Continue the Community Health Coordinating Committee

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Eryn D. Calabro, Financial Compliance Manager Rosemary F. Evans, Healthcare Services Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt the proposed revised Enabling Resolution to continue the Community Health Coordinating Committee and to sunset on September 30, 2017 (Attachment #1).

Report and Discussion

Background:

On June 8, 2010, a workshop regarding the establishment of a citizen group to focus on community health issues was held. To explore options for the structure and function of a Board-appointed focus group and how a citizen group could address the overall health of Leon County and its citizens, staff reviewed healthcare advisory boards throughout the state and nation, and recommended the establishment of a Community Health Coordinating Committee (CHCC).

- At its July 13, 2010 meeting, the Board adopted an Enabling Resolution creating the CHCC for the purpose of serving as a hub of information and an essential element in coordinating existing community partners (Attachment #2). The CHCC serves as a focus group, rather than a decision-making committee. This was done to eliminate any potential conflicts of interest, as the proposed membership would not represent any agency/organization that received direct funding through the CareNet Program. The CHCC consists of nine positions and the term of membership for each is currently as follows:

-
- Big Bend Health Council, Inc. (continuous)
- Department of Health, Office of Minority Health (continuous)
- FSU College of Medicine (continuous)
- FAMU College of Nursing (continuous)
- Leon County School Board (continuous)
- Practicing Physician (2 years)
- Practicing Dentist (2 years)
- Mental Health Professional (2 years)
- Community Member at Large (2 years)

The resolution states the CHCC shall be dissolved on September 30, 2014, or as otherwise directed by the Board. This sunset date was determined due to the anticipated implementation of the healthcare reform legislation and the roll out of the Affordable Care Act, which increases access to care for citizens.

The continuation of the CHCC is essential to the following FY2012-FY2016 Strategic Initiative that the Board approved at the January 21, 2014 meeting:

- Implement strategies to improve medical outcomes and survival rates. (2014)

This particular Strategic Initiative aligns with the Board's Strategic Priority – Quality of Life

- Maintain and further develop programs and partnerships necessary to support and promote a healthier community including access to healthcare and community-based human services. (Q3)

Analysis:

The analysis section of this item provides summaries of the following areas:

- I. Committee Membership and Purpose
- II. Committee Goals and Objectives
- III. Other Local Healthcare Groups
- IV. Current Status
- V. Conclusion

I. Committee Membership and Purpose

The current CHCC membership provides a diversity of professionals who have expertise to address community health issues. Table 1 provides the current CHCC membership and respective positions.

Table 1. Community Health Coordinating Committee Membership

Agency or Organization	Member
Big Bend Health Council, Inc.	<i>Vacant</i>
Florida Department of Health, Office of Minority Health	Claudia Blackburn
FSU College of Medicine	Dr. Alma Littles
FAMU School of Nursing	Dr. Carswella Phillips
Leon County School Board	Sheila Costigan
Practicing Physician	Dr. Jolita Burns
Practicing Dentist	Dr. Joseph Barnett
Mental Health Professional	Carl Mahler
Community Member at-Large	Melvena Wilson

The organization of the Community Health Coordinating Committee is outlined as follows:

- The committee, Community Health Coordinating Committee, was established as a focus group, effective October 1, 2010.
- Committee meetings are held quarterly during regular business hours.
- Human Services and Community Partnerships staff serves as liaison to the committee.
- An action plan (Attachment #3) was developed to guide activities of the committee and help to ensure efficient coordination to best meet established objectives.
- All meetings are publicly noticed and open to the public.
- Community health organizations and related groups of interest are invited to provide insight and support in developing new, and strengthening existing collaborations to meet objectives.

II. Committee Goals and Objectives

The Community Health Coordinating Committee is designed to serve as a hub of information and an essential element in coordinating existing community partners. The goals of the Community Health Coordinating Committee as originally established are as follows:

- Monitor and bring awareness of the health status of Leon County utilizing data from the Florida Department of Health CHARTS (Community Health Assessment Resource Tool Set)
- Strengthen partnerships for collaboration and engagement to address issues of concern
- Develop and maintain an inventory of community-based health services and programs
- Inform the Board of healthcare reform development and other health-related legislation that may impact the health of its citizenry and overall community
- Identify and pursue alternative funding sources to expand access to indigent healthcare services
- Provide a forum for citizen participation in healthcare planning and dialogue to address community concerns and problems regarding healthcare

Over the past four years, the CHCC has assisted staff with grants and events, and offered its expertise on a variety of healthcare subjects. The Committee has spent time and energy on reviewing data to identify and recommend health priorities and has analyzed data to help bring focus to county health efforts. During its existence, the CHCC has been focused on supporting healthy lifestyles and discussing the need to get sodas and candy out of the schools, encouraging a countywide sealant program to promote dental health, and promoting access to primary, dental, and mental/behavioral healthcare for all Leon County residents.

In 2011, Leon County was awarded a Closing the Gap grant by the Florida Department of Health. This grant was used for the “Campaign for Healthy Babies” project with the Capital Area Healthy Start Coalition and the Tallahassee-Greater Frenchtown Front Porch Community. HSCP staff sought the guidance of the CHCC while writing and applying for this grant and the CHCC assisted with measuring outcomes.

In 2012, the Year of the Healthy Infant II forum was planned and hosted by Leon County and the Capital Area Healthy Start Coalition, with support from Whole Child Leon and the Leon County Health Department. The CHCC was instrumental in providing guidance in the planning stages and many committee members actively participated in the forum.

The CHCC has identified and assessed the climate of healthcare and access to care in Leon County. One of the primary objectives for the committee is to serve as an advocate for the establishment of a locally based primary care system with linkages to a broad spectrum of services that include women’s health, mental health, behavioral health, health screenings (e.g.-dental, vision), and children’s health services.

The group recognizes that other healthcare focus groups and health councils are putting forth the same efforts with some of the same organizations and same people sitting on various committees and councils. The CHCC recognizes the importance of not working in silos and not duplicating efforts; and, should the Committee’s time be extended, it would embrace community partnerships and look at ways to coordinate important health activities between the partners.

III. Other Local Healthcare Groups

There are multiple health-focused groups in Leon County, including three major ones in which the County is directly involved. Each group has a niche within the healthcare community as these groups seek to address health issues. While each group has its own purpose and need, the large number of healthcare groups lends itself to leveraging each other's strengths for the benefit of the community.

Capital Coalition for Health

In 2011, the Florida Department of Health in Leon County initiated a community health assessment using the MAPP (Mobilizing for Action through Planning and Partnerships) model. Those involved in the assessment and the subsequent Leon County Community Health Improvement Plan (CHIP) are known as the Capital Coalition for Health. This is a group of many healthcare organizations and community groups organized to tackle three priority areas identified in the Leon County Community Health Improvement Plan: access to healthcare, obesity and chronic disease, and health disparities.

The Leon County Healthcare Services Coordinator led the Access to Health Care strategic priority for the CHIP. Currently, staff is involved in the core group updating the CHIP and addressing the Access to Health Care team's goals. The Access to Health Care team is looking at ways to address access issues for Leon County residents. The Capital Coalition is organized by the Department of Health in Leon County (DOH-Leon) and its administrator, Claudia Blackburn, sits on the County's CHCC. This collaboration provides key opportunities for these two groups to work together addressing access to care.

United Way of the Big Bend Health Council

The United Way of the Big Bend (UWBB) started a health council and identified three strategic areas for its focus: healthy lifestyles; mental health; and dental health. The Council has formed two subcommittees for these three focus areas by making mental health a part of the healthy lifestyles group. This group is still in the planning stages of deciding how to effect change in these areas and what the goals are for each area.

The Leon County Healthcare Services Coordinator is a participant on the UWBB Health Council and the Healthy Lifestyles Subcommittee. Important partners such as FSU, FAMU, and TMH are represented on both the Health Council and the County's CHCC. Apalachee Center, one of our CareNet providers, is very involved with this Health Council. This partnership offers an important opportunity to address mental health and the stigma often attached to it, something the Healthy Lifestyles Subcommittee is considering as part of its overall community education plan.

Big Bend Health Council, Inc.

The Big Bend Health Council is a private, non-profit health planning organization serving Leon and 13 other surrounding counties. The health councils are established through Florida Department of Health and created by Florida Statute to identify, address, and resolve healthcare issues of local concern. Local health councils develop district health plans containing data, analysis, and recommendations that relate to healthcare status and needs in the community.

The recommendations are designed to improve access to healthcare, reduce disparities in health status, assist state and local governments in the development of sound and rational healthcare policies, and advocate on behalf of the underserved. Local health councils study the impact of various initiatives on the healthcare system, provide assistance to the public and private sectors, and create and disseminate materials designed to increase their communities' understanding of healthcare issues.

The Big Bend Health Council is governed by 21 citizens who are appointed by the 14 county commissions, with four members from Leon County. Council members are health leaders in their communities. Though the position is vacant at this time, one of the Big Bend Health Council appointees for Leon County also serves on the CHCC as a committee member, thus providing valuable insight and information about health issues facing the entire Big Bend area.

IV. Current Status

The CHCC met on August 11, 2014 and reiterated its desire to work together with the various healthcare interest groups to support each other while being careful not to duplicate efforts. Committee members addressed concerns of having several different organizations working on the same issues but not always achieving long-lasting results. The members recognized the political climate and stated that there needs to be a push for policy changes. The current membership felt that their original efforts have been achieved in part due to efforts and assessments from the other health councils and coalitions.

The current members would be interested in serving if the Committee's sunset date is extended, but agreed to serve with a new focus on access to care and desiring even greater collaboration with the other health councils. Proposed future goals and objectives for the Committee would be as follows:

- Provide a forum to analyze system gaps with the intent of recommending locally based solutions, such as those identified at the Day of Dialogue.
- Serve as a hub of information regarding existing community partners, their capabilities, admission criteria, and sources of funding.
- Recommend the promotion of preventive health strategies determined as community priorities identified through community health assessment tools.
- Make recommendations to staff regarding strategies to promote access to care and local available services for Leon County residents.

County staff will work with the CHCC to specifically address the issues discussed at the Day of Dialogue to include assessing the possibility of creating an outcome-driven model for primary healthcare and evaluating opportunities for enhancing the sharing of information among providers. Staff will ensure that individual community partners (e.g. Bond, NMC, FAMU Pharmacy, TMH, United Way, and Apalachee) are included on the agenda as part of future meetings of the CHCC; this will be accomplished over a series of CHCC meetings. By continuing dialogue, the CHCC, with staff support and the engagement of community partners, would be best positioned to develop further healthcare recommendations for Board consideration.

The amended Resolution proposes extending the sunset date and continuing the CHCC until September 30, 2017. This date would allow staff to assess the impact of the Affordable Care Act (ACA) on Leon County after four years of implementation; four years of the HSCP Management System database that tracks the number of encounters reported by providers; and, three years after the shift in Health Resources and Services Administration (HRSA) Service Area Competition grant funding between two primary care providers.

V. Conclusion

Since its formation, the CHCC has played a valuable role as knowledge based healthcare resource to the County. Through the CHCC efforts, the County has been able to secure additional grant funding from the state. Additionally, CHCC members have actively participated in events such as the Year of Healthy Infant. The CHCC provides a needed resource to the County's Department of Human Services and Community Partnerships to address ongoing healthcare related issues. With the extension of the CHCC for three years, the CHCC will be able to assist the County in addressing a number of issues raised on the NACO Day of Dialogue, as well as, provide guidance to the County in leveraging and partnering with other Community healthcare resources.

Staff recommends adopting the proposed revised Enabling Resolution to again review the CHCC, prior to September 30, 2017.

Options:

1. Adopt the proposed revised Enabling Resolution to continue the Community Health Coordinating Committee and to sunset on September 30, 2017 (Attachment #1).
2. Do not adopt the proposed revised Enabling Resolution, dissolve the Community Health Coordinating Committee, and direct staff to include a status report on local healthcare activities in the Annual Primary Healthcare Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. CHCC Continuing Resolution
2. Primary Healthcare Program Action Plan FY 2012-13

RESOLUTION NO. 14-10-68

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO ~~CONTINUE~~ESTABLISH AN ADVISORY COMMITTEE KNOWN AS THE ~~WHICH SHALL BE NAMED~~ COMMUNITY HEALTH COORDINATING COMMITTEE AND WHICH ~~SHALL OPERATES~~ AND FUNCTIONS AS A FOCUS GROUP.

WHEREAS, the Board of County Commissioners of Leon County, Florida (the Board) recognizes and acknowledges the importance of public involvement and input in County government; and

WHEREAS, in order for the Board to consider the input of the public in the matter of the healthcare status of the Leon County Community and its citizens, it wishes to continue the Community Health Coordinating Committee, an advisory committee ~~to functioning and operating~~ as a focus group in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees." ~~Establishment, Appointment, Function, Operation, and Dissolution."~~

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, that:

1. The Board hereby ~~continues~~establishes an the advisory committee, ~~to be~~ named the Community Health Coordinating Committee, for the purpose to serve as a hub of information and an essential element in coordinating existing community partners.

2. The Community Health Coordinating Committee shall continue to function and operate as a Focus Group in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees." ~~Establishment, Appointment, Function, Operation, and Dissolution."~~

2. _____

4.3. _____ The Community Health Coordinating Committee shall have as its goals to:

- ~~Monitor and bring awareness of the health status of Leon County utilizing data from the Florida Department of Health CHARTS (Community Health Assessment Resource Tool Set)~~
- ~~Strengthen partnerships for collaboration and engagement to address issues of concern~~
- ~~Develop and maintain an inventory of community based health services and programs~~
- ~~Inform the Board of healthcare reform development and other health-related legislation that may impact the health of its citizenry and overall community~~
- ~~Identify and pursue alternative funding sources to expand access to indigent healthcare services~~
- ~~Provide a forum for citizen participation in health care planning and dialogue to address community concerns and problems regarding health care~~
 - Serve as a hub of information regarding existing community partners, their capabilities, admission criteria, and sources of funding.
 - Recommend the promotion of preventive health strategies determined as community priorities identified through community health assessment tools.
 - Make recommendations to staff regarding strategies to promote access to care and local available services for Leon County residents.
 - Provide a forum to analyze system gaps with the intent of recommending locally based solutions, such as those identified at the Day of Dialogue.

5.4. _____ The Community Health Coordinating Committee shall be charged with the responsibility of giving input to staff as follows: serve as a fact-finding source of community input and technical resources for use by Staff in developing a Staff recommendation regarding a matter to be considered for Board approval.

6.5. _____ The Community Health Coordinating Committee shall have nine (9) members to be appointed as follows: Each representative from the following agency or organization shall serve a continuous term:

- Big Bend Health Council, Inc.

- Florida Department of Health Office of Minority Health
- Florida State University College of Medicine
- Florida A & M University College of Nursing
- Leon County School Board

~~The following representatives will serve a term of two years:~~

- A Practicing Physician
- A Practicing Dentist
- A Mental Health Professional

~~The following representative shall serve a term of one year:~~

- Community Member-at-Large

~~8.6.~~ The members of the Community Health Coordinating Committee shall not be subject to full and public disclosure of financial interests.

~~9.7.~~ The Community Health Coordinating Committee shall be assisted by staff from the Office of Human Services and Community Partnerships~~Health and Human Services Department~~.

~~10.8.~~ The Community Health Coordinating Committee shall be dissolved on September 30, 201~~7~~4 or as otherwise directed by the Board.

~~11.9.~~ This ~~r~~Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon
County, Florida, this ____ day of _____, 2014.

LEON COUNTY, FLORIDA

ATTESTED BY:

BY: _____
Bob Inzer
Clerk of the Circuit Court and Comptroller

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

APPROVED AS TO FORM:
Leon County Attorney's Office
Leon County, Florida

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

Primary Healthcare Program Action Plan FY 2012-13

Goals and Objectives	Action Items	Timeline	Responsible Person(s)
Goal 1: Support CareNet in providing access to healthcare for uninsured and financially indigent residents.			
Objectives:			
1.1 Monitor CareNet providers to ensure program and fiscal compliance.	1.1. a. Execute agreements with CareNet providers which document program and fiduciary responsibilities.	Annually	Healthcare Services Coordinator/BCC
	1.1. b. Review provider patient services reports.	Monthly	Healthcare Services Coordinator
	1.1. c. Collaborate with Health Department for the development of a universal monitoring tool for primary care services.	March 2013	Healthcare Services Coordinator
	1.1. d. Conduct administrative and eligibility compliance reviews.	Annually	Healthcare Services Coordinator/Health Department
	1.1. e. Conduct clinical quality assurance reviews.	Annually	Healthcare Services Coordinator Healthcare Services Coordinator/Health Department
1.2 Partner with institutions of higher learning to offer internships which provide a practical experience for students and help support the administrative functions of the Primary Healthcare Program.	1.2. a. Establish and maintain relationships with internship coordinators of health-related programs.	Ongoing	Healthcare Services Coordinator
	1.2. b. Attend preceptor functions to promote program and recruit interns.	Semester	Healthcare Services Coordinator
	1.2. c. Post internship opportunities and screen applicants.	Semester	Volunteer Coordinator
	1.2. d. Evaluate Internship Program.	Annually	Healthcare Services

			Coordinator/ Volunteer Coordinator
1.3 Re-establish CareNet collaborative meetings for improved access, coordination and continuum of care for uninsured and financially indigent residents.	1.3.a. Reinstitute quarterly CareNet meetings.	January 2013	Healthcare Services Coordinator
	1.3.b. Develop/refine and adopt CareNet referral and follow-up procedures.	February 2013	Healthcare Services Coordinator/CareNet
	1.3.c. Develop collaborative partnership strategies to maximize program effectiveness.	February 2013	Healthcare Services Coordinator/CareNet
	1.3.d. Develop and distribute CareNet brochure for program/resource awareness.	March 2013	Healthcare Services Coordinator/CareNet
	1.3.e. Review uninsured patient hospital utilization and consult with hospitals on strategies to reduce inappropriate utilization by uninsured residents.	March 2013	Healthcare Services Coordinator/CareNet
Goal 2: Support Leon County Health Department to ensure the provision of mandated public health services.			
Objectives:			
2.1 Provide annual funding to the Leon County Health Department as mandated for the provision of public health services.	2.1.a. Execute annual agreement with the Health Department	Annually	Human Services Analyst/BCC
	2.1.b. Review program and financial updates.	Ongoing	Human Services Analyst/Healthcare Services Coordinator
2.2 Remain informed regarding legislation impacting public health and primary care services provided by the Health Department.	2.2.a. Consult with Health Department Administrator.	Ongoing	HSCP Director/ Healthcare Services Coordinator
	2.2.b. Consult with Legislative Liaison/FAC Human Services Advocate.	Ongoing	HSCP Director/ Healthcare Services Coordinator
Goal 3: Secure funding from alternative sources to support or expand existing programs and implement new initiatives designed to improve access to quality healthcare services for uninsured and financially indigent residents.			
Objectives:			

<p>3.1 Identify and pursue funding opportunities which are in keeping with the goals of the Primary Healthcare Program.</p>	<p>3.1.a. Develop proposals for funding.</p> <p>3.1.b. Submit applications for funding.</p> <p>3.1.c. Provide administration for funded projects.</p> <p>3.1. d. Collaborate with CareNet providers and other community health agencies to support programs and initiatives that improve/expand access to care.</p> <p>3.1.e. Identify and recommend stable funding opportunities for health services.</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Healthcare Services Coordinator</p> <p>Healthcare Services Coordinator/Grants Coordinator</p> <p>Healthcare Services Coordinator</p> <p>Healthcare Services Coordinator</p> <p>CHCC</p>
<p>3.2 Collaborate with CareNet and other community health entities to secure funding and other resources for programs which are in keeping with the goals of the Primary Healthcare Program.</p>	<p>3.2.a. Partner with agencies as feasible and appropriate.</p> <p>3.2.b. Provide administrative and/or program support as feasible and appropriate.</p> <p>3.2.c. Allocate Primary Healthcare funding for utilization as leverage to secure additional state and federal fu</p>	<p>Ongoing</p> <p>Ongoing</p> <p>BCC Approval</p>	<p>Healthcare Services Coordinator/CareNet/Capital Coalition for Health/Community Agencies</p> <p>BCC/HSCP Director</p>
<p>Goal 4: Consult with Community Health Coordinating Committee for advisement and recommendations for ongoing program development.</p>			
<p>Objectives:</p>			
<p>4.1 Advocate for the establishment of a locally based primary care system with linkages to a broad spectrum of services, that include women’s health, mental health, substance abuse counseling, health screenings (i.e., dental, vision), and children’s health services.</p>	<p>4.1.a. Review data to identify and recommend health priorities.</p> <p>4.1.b. Analyze data to help bring focus to county health efforts.</p> <p>4.1.c. Make recommendations to staff for funding priorities as determined by the CHCC.</p> <p>4.1.d. Make recommendations for improving the efficiency and effectiveness of the delivery of</p>	<p>Completed /Ongoing</p> <p>Completed /Ongoing</p> <p>Ongoing</p>	<p>CHCC</p> <p>CHCC</p> <p>CHCC</p> <p>CHCC</p>

	<p>primary health services and functions, such as performance measurements and evaluations, organizational structures, contracting and budgetary and financial accountabilities.</p> <p>4.1.e. Make recommendations to assist staff in the development of an action plan for the Primary Healthcare Program.</p> <p>4.1.f. Assess national healthcare reform and its impact on local health services.</p>	<p>Completed /Ongoing</p> <p>Ongoing</p>	<p>CHCC</p> <p>HSCP Director/ Healthcare Services Coordinator/CHCC</p>
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**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Proposed Amendment to Resolution R12-14 to Waive Building, Development Services, and Environmental Permit Review Fees for Surviving Spouses of Military Personnel Killed in Action

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development David McDevitt, Director, Department of Development Support and Environmental Management
Lead Staff/ Project Team:	Ed Jarriel, Jr., Director, Building Plans Review and Inspection

Fiscal Impact:

This item is anticipated to have a relatively minimal impact of approximately \$5,000 on the total revenues collected by the County in conjunction with building, development services, and environmental permit review related responsibilities.

Staff Recommendation:

- Option #1: Adopt a proposed Amendment to Resolution R12-14 to waive County building, development services, and environmental permit review fees for surviving spouses of military personnel killed in action (Attachment #1).
- Option #2: Direct staff to provide a fiscal analysis regarding the impact of the permit review fee waiver for surviving spouses of military personnel killed in action subsequent to the first year of implementation.

Report and Discussion

Background:

On June 26, 2012, in order to recognize the sacrifices made by local military service members, the Board adopted Resolution R12-14, an initiative recommended by Department of Development Support and Environmental Management (DSEM) staff. The Resolution waived all building, land use, site plan and environmental permit review fees associated with the construction of new, single family dwellings for military veterans with a 100% service connected disability.

Subsequent to the adoption of Resolution R12-14, staff has identified an additional initiative that could be implemented to extend the building, land use, site plan, and environmental permit review fee waiver to include surviving spouses of military personnel killed in action.

The proposed waiver of fees for building, land use, site plan, and environmental permit review to include surviving spouses of military personnel killed in action is essential to the following FY 2012-FY2016 Strategic Initiative approved by the Board at the January 21, 2014 meeting.

- Implement strategies to assist local veterans...

This particular Strategic Initiative aligns with the Board's Strategic Priority – Economy:

- Focus Resources to assist local veterans. (EC5)

Analysis:

Section 295.16 of the Florida Statutes provides for statutory exemption for veterans with a 100% service connected disability from paying any license or permit fee to any County or municipality, in order to make improvements to existing homes owned by the veteran for the purpose of making the home habitable or safe for the veteran. This statewide statutory provision was the basis for Resolution R12-14, which allowed disabled military veterans returning from service the opportunity to construct a new home, purchase and setup manufactured homes and expand or alter an existing home to accommodate family needs without the financial burden of permitting fees.

During the first year of implementation of Resolution R12-14, six building permits were issued. One of those six permits was issued to construct an addition to a single-family dwelling, four were issued for alterations to existing single-family dwellings and one was issued to set up a manufactured home. To date, the fiscal impact associated with the implementation of Resolution 12-14 has been a waiver of \$4,129 in permitting and review fee revenues.

The proposed amendment to Resolution R12-14 would assist the surviving spouses of military personnel killed during military service. In many cases, the surviving family members face difficult economic circumstances in addition to their loss, and would benefit from assistance when faced with providing housing or expanding their existing living space to accommodate children or other relatives.

Title: Adoption of an Amendment to Resolution R12-14 to Waive Building, Development Services and Environmental Permit Review Fees for Surviving Spouses of Military Personnel Killed in Action

September 23, 2014

Page 3

It is anticipated that, if the proposed amendment to Resolution R12-14 to expand the fee waiver to include surviving spouses of military personnel killed in action were approved, the estimated fiscal impact to the DSEM budget would be approximately \$5,000. In light of the relatively minor amount of loss in DSEM revenues, the benefit to the surviving spouses who must endure such a loss would be far greater.

Options:

1. Adopt a proposed Amendment to Resolution R12-14 to waive all building, development services, and environmental permit review fees for surviving spouses of military personnel killed in action (Attachment #1).
2. Direct staff to provide a fiscal analysis regarding the impact of the permit review fee waiver for surviving spouses of military personnel killed in action subsequent to the first year of implementation.
3. Do not adopt a proposed Amendment to Resolution R12-14 to waive all building, development services, and environmental permit review fees for surviving spouses of military personnel killed in action.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachment:

1. Proposed Amendment to Resolution R12-14

VSL/TP/DM/EJ

RESOLUTION NO. R14- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA AMENDING PRIOR RESOLUTION NO. 12-14, TO WAIVE ALL DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT PERMIT REVIEW FEES ASSOCIATED WITH THE CONSTRUCTION OF NEW SINGLE FAMILY DWELLING UNITS, MANUFACTURED HOME SET-UPS, AND ADDITIONS AND ALTERATIONS TO EXISTING SINGLE FAMILY DWELLING UNITS FOR HONORABLY DISCHARGED VETERANS WITH A 100% SERVICE CONNECTED DISABILITY TO INCLUDE SURVIVING SPOUSES OF MILITARY PERSONNEL KILLED IN ACTION.

WHEREAS, recent national events, such as the order by the President to end the U.S. military presence in Iraq and to start the withdrawal of military personnel elsewhere in the world; and,

WHEREAS, many of our returning military personnel have service connected disabilities which limit their ability to perform certain physical functions, which creates a need for accessible features within their home; and,

WHEREAS, due to the slow economic recovery and the lack of job opportunities, it has become increasingly difficult for our military personnel to renovate existing homes or construct new homes which afford a greater degree of accessibility; and,

WHEREAS, the Board adopted a Strategic Plan for the County for fiscal years 2012 and 2013 which include a Strategic Priority and Initiative that addresses the Economy, specifically identifying an Initiative to implement strategies that assist local veterans; and

WHEREAS, in keeping with the Board-approved Strategic Priorities and Initiatives, the Department of Development Support and Environmental Management (DSEM), is proposing an enhanced customer service initiative for honorably discharged veterans with a 100% service connected disability and surviving spouses of military personnel killed in action by waiving all County review fees associated with building permits for construction of single family dwelling units, for manufactured home set-ups, and for additions and alterations to single family dwelling units; and

WHEREAS, due to the continued slow economic recovery, the surviving spouses of veterans who died during military service may face financial difficulties; and

WHEREAS, the Board has adopted, and subsequently amended, Resolution 06-19 adopting a schedule for fees associated with building, development services, and environmental permit fees;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that

1. Resolution 06-19 is hereby amended to the extent that fees authorized by Resolution 06-19, and its amendments, shall be waived for Department of Development Support and Environmental Management permit review associated with the construction of a new single family dwelling unit, manufactured home set-up, or additions and alterations to an existing single family dwelling unit owned by and to be used as the residence of an honorably discharged veteran with a 100% service connected disability.

2. This Resolution amends and supersedes Resolution No. 12-14 previously adopted by the Board of County Commissioners on June 26, 2012.

23. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED JOINTLY by the Board of County Commissioners of Leon County, Florida, this _____ day of _____, 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

APPROVED AS TO FORM:

Leon County Attorney's Office

BY: _____

Herbert W.A. Thiele, Esq.
County Attorney

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of a Resolution of Intent to Lease County Property and Approval of a Lease Agreement with The Friends of the Leon County Public Library, Inc.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E, Director, Public Works & Community Development Tom Brantley, P.E., Director, Facilities Management
Lead Staff/ Project Team:	Graham Stewart, Real Estate Manager

Fiscal Impact:

This item has minimal fiscal impact to the County. The terms of the Lease Agreement stipulate payment of \$1.00 per year to Leon County.

Staff Recommendation:

- Option #1: Approve the Resolution of Intent to Lease County Property, and authorize the Chairman to execute (Attachment #1).
- Option #2: Approve the Lease Agreement with The Friends of the Leon County Public Library, Inc. in the amount of \$1.00 per year, and authorize the County Administrator to execute (Attachment #2).

Report and Discussion

Background:

Since 1991, The Friends of the Leon County Public Library, Inc. (The Friends) has operated a retail shop, "The Friend Shop," at the County's Main Library on Park Avenue. The Friend Shop is located near the entrance on the first floor and occupies 650 square feet. This space, together with two parking spaces, is leased from the County for a sum of \$1.00 per year. The proceeds from The Friend Shop go directly to The Friends and are used to fund its "Endowment for Excellence." The LeRoy Collins Leon County Public Library System is the direct beneficiary of annual surplus funds generated by this Endowment. The current Lease Agreement expires September 30, 2014.

Analysis:

Pursuant to Florida Statute 125.38, the County may lease property to corporations and not-for-profit organizations that may be organized for the purpose of "promoting community interest and welfare... the terms of such lease shall be recited in [a] resolution" (Attachment #1).

The proposed Lease Agreement (Attachment #2) provides for use of occupied space as a retail shop. The term of the proposed Lease Agreement is for five years, commencing October 1, 2014, and ending September 30, 2019. In addition, the Agreement provides for two renewal periods of three years each, upon written consent and executed by both parties no later than 60 days prior to the expiration of each one-year period.

Options:

1. Adopt the Resolution of Intent to Lease County Property, and authorize the Chairman to execute (Attachment #1).
2. Approve the Lease Agreement with The Friends of the Leon County Public Library, Inc. in the amount of \$1.00 per year, and authorize the County Administrator to execute (Attachment #2).
3. Do not approve the Resolution of Intent to Lease County Property and do not approve the Lease Agreement with The Friends of the Leon County Public Library, Inc. in the amount of \$1.00 per year.
4. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Resolution
2. New Lease Agreement
3. Florida Statutes

RESOLUTION: 14-___

**RESOLUTION OF INTENT, PURSUANT TO FLA. STAT. §125.38,
TO LEASE COUNTY PROPERTY TO FRIENDS OF THE LEON COUNTY PUBLIC
LIBRARY, INC., A NOT-FOR-PROFIT CORPORATION**

WHEREAS, the Friends of the Leon County Public Library, Inc. (“Friends of the Library”) is an organization not for profit and is organized for the purposes of promoting community interest and welfare in Leon County; and

WHEREAS, the Friends of the Library desires to lease space comprising 650 square feet located on Level 1 at the Main Library location of the LeRoy Collins Leon County Public Library System, 200 West Park Avenue, Tallahassee, Florida (the “Library Space”) for the express purpose of operating a retail gift shop for promoting the development of the LeRoy Collins Leon County Public Library System, and has indicated such desire by applying to the Leon County Board of County Commissioners (the “Board”) in an Agenda Request at a regularly scheduled Board meeting; and

WHEREAS, the Board has determined that the lease of the Library Space is required for the use as indicated by Friends of the Library and is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida (the “Board”), assembled in regular session this 23th day of September, 2014, as follows:

1. That the Friends of the Library is an organization not for profit and is organized for the purposes of promoting community interest and welfare in Leon County within the meaning of Section 125.38, Florida Statutes.

2. That the use of the Library Space for the express purpose of operating a retail gift shop for promoting the development of the LeRoy Collins Leon County Public Library System is for public or community interest and welfare within the meaning of Section 125.38, Florida Statutes.

3. That the lease of the Library Space is required for such use by the Friends of the Library, the lease will not interfere with the County's use of the Library facility, and the Library Space is not needed for any County purpose.

4. That the Library Space shall be leased to the Friends of the Library at an annual rental rate of ONE and 00/100 DOLLAR (\$1.00) for a term of five years with two (2) renewal periods of three (3) years each.

5. To the extent this Resolution may conflict with any provisions of prior Board Resolutions regarding the use of the Library Space, this Resolution shall supersede such conflicting provisions.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 23th day of September, 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Circuit Court
and Comptroller, Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

**FRIENDSHIP
LEASE AGREEMENT
(Main Library of the LeRoy Collins Leon County Public Library System)**

THIS LEASE AGREEMENT (the "Lease Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (the "COUNTY"), and **FRIENDS OF THE LEON COUNTY PUBLIC LIBRARY, INC.**, a non-profit corporation created and existing under the laws of the State of Florida (the "FRIENDS").

WITNESSETH:

WHEREAS, the COUNTY desires to have a retail shop on the premises at the Main Library location of the LeRoy Collins Leon County Public Library System; and

WHEREAS, the FRIENDS desire to operate said retail gift shop (the "Friendshop"); and

WHEREAS, both parties desire to set forth in writing the terms of a lease agreement wherein the COUNTY leases to the FRIENDS space in the Main Library for the express purpose of operating a retail gift shop:

NOW, THEREFORE, the COUNTY, for and in consideration of the sum of \$1.00 and other valuable consideration to it in hand paid by the FRIENDS, the receipt and sufficiency of which is hereby acknowledged, hereby enters into this Lease Agreement with the FRIENDS to lease and let unto the FRIENDS the space hereinafter described for the period of time and upon the conditions hereinafter set forth, and the parties hereto agree as follows:

1. **Premises Leased.** The COUNTY leases to the FRIENDS and the FRIENDS lease from the COUNTY Six Hundred Fifty (650) square feet, Level 1, at the Main Library location of the LeRoy Collins Leon County Public Library System, 200 West Park Avenue, Tallahassee, Florida 32301-7720 (the "Leased Premises"). The Leased Premises shall include built in counters and shelves, which shall remain the property of the COUNTY. From time to time, the FRIENDS may donate items of furniture or other tangible personal property to the COUNTY for use in the Friendshop. If so, this property shall become the property of the COUNTY subject to the terms of this Lease Agreement. In addition, the COUNTY shall provide two parking spaces for Friendshop employees and volunteers. These parking spaces shall be located in the Library staff's designated section of the COUNTY's parking facility bordering Martin Luther King, Jr. Blvd. and Bronough Street.

2. **Term of Lease Agreement.** The term of this Lease Agreement shall be for a period of five (5) years, commencing on October 1, 2014, and ending on September 30, 2019, subject to two (2) renewal periods of three (3) years each upon prior written consent of the parties hereto; provided, however, that such written consent shall be executed by both parties no later than sixty (60) days prior to the expiration of each three-year period.

3. **Personnel.** The FRIENDS shall provide all personnel necessary to operate the Friendshop.

4. **Termination of Lease.** This lease may be terminated as provided below:

a. In the event the FRIENDS may become bankrupt, or be dissolved, or make an assignment for the benefit of creditors, then, and in such an event, the COUNTY may terminate this Lease Agreement upon ten (10) days prior written notice to the FRIENDS.

b. The COUNTY acknowledges that the FRIENDS is organized and exists for the purpose of promoting the development of the LeRoy Collins Leon County Public Library System. For this purpose, the FRIENDS intend to create a profit-making business as a continuing source of revenue for the FRIENDS utilizing a subsidiary corporation. Profits received by the FRIENDS are to be used at the discretion of the FRIENDS for the support and enhancement of the LeRoy Collins Leon County Public Library System. The FRIENDS will promote literacy, interest in the library and general creativity by retailing unique library-oriented, highly marketable items that will support the goal. The merchandise within the Friendshop will be geared primarily toward the patrons of the LeRoy Collins Leon County Public Library System.

If the COUNTY believes that such activities as described in this paragraph 4.b are not being conducted appropriately, it shall give notice of same to the FRIENDS. The FRIENDS shall have thirty (30) days from the date of such notice to cure such defect or the Lease Agreement may be terminated at the sole discretion of the County.

c. Either party may terminate this Lease Agreement by providing the other party ninety (90) days written notice of termination. It is expressly understood that the right to terminate this Lease Agreement is an absolute right, and shall be binding without regard to any plans, contracts or agreements made or entered into by the FRIENDS in reliance upon this Lease Agreement and without regard to any improvements placed on the Leased Premises by the FRIENDS, time being expressly made the essence of this provision of the Lease Agreement.

5. **Rental.** On October 1 of each calendar year during the term of this Lease Agreement, the FRIENDS shall pay the sum of ONE and 00/100 DOLLARS (\$1.00) to the COUNTY as rental for the Leased Premises.

6. **Maintenance of Leased Premises.** The FRIENDS, with such assistance as the COUNTY may contribute, shall provide day to day housekeeping for the Leased Premises. Housekeeping shall include the maintenance of all items of personal property contained with the Leased Premises and owned by the FRIENDS including chairs, tables, and assorted items of equipment so that such items provide a neat and attractive appearance.

7. **Insurance.**

a. The FRIENDS shall insure any and all inventory on the Leased Premises against damage by fire, and wind storm, or other casualties.

b. The FRIENDS shall purchase and maintain such renter's liability insurance as will protect it from liabilities and claims arising out of the FRIENDS' use and occupancy of the Leased Premises. The FRIENDS agree to indemnify, hold harmless, and defend the

COUNTY, its officials, officers, and employees from and against all claims, liabilities, damages or suits of any kind or nature arising out of any act or occurrence of omission or commission of the FRIENDS, including but not limited to costs and a reasonable attorney's fee. The COUNTY may, at its option, defend itself or allow the FRIENDS to provide the defense.

c. The FRIENDS shall purchase and maintain such insurance as will protect it from claims under workers compensation laws, disability benefit laws or other similar employee benefit plans, from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in the following amounts:

(1) General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.

(2) Worker's Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

d. The COUNTY must be named as an additional insured with respect to the general liability policy required as a result by this Lease Agreement. Certificates of Insurance acceptable to the COUNTY shall be filed with the COUNTY prior to the commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the COUNTY.

e. The COUNTY has obtained liability insurance protection covering patrons of the library and it is the understanding of the parties that customers of the Friendship are patrons of the library who will be covered by such insurance.

8. **Utilities.** The COUNTY shall pay for all utilities servicing the Leased Premises other than telephone.

9. **Assignment and Subletting.** This Lease Agreement shall not be assigned or subleased by the FRIENDS without the express prior written consent of the COUNTY.

10. **Restrictions and Reservations.** Any improvements made to the Leased Premises shall only be made with prior written consent of the COUNTY. All employees and volunteers of the Friendship shall observe library rules, policies, and procedures pertaining to the facility and its operations.

11. **Notices.** Notices provided for in this Lease Agreement shall be delivered to the COUNTY by mail delivery to the Leon County Real Estate Management Division, Attn: Real Estate Manager, 1907 South Monroe Street, Tallahassee, FL 32301, with copies to the Library Director, LeRoy Collins Leon County Public Library System, 200 West Park Avenue, Tallahassee, Florida 32301-7720, and to the Leon County Attorney's Office, 301 South Monroe

Street, Tallahassee, Florida 32301, and shall be delivered to the FRIENDS by delivery to its President or its Secretary, 200 West Park Avenue, Tallahassee, Florida 32301-7720.

12. **Lease Binding Upon Parties and Their Successors and Assigns.** This Lease Agreement and each and every term and provision hereof shall be binding upon the parties hereto and their successors in interest and assigns.

13. **Key.** The Leased Premises shall have a door capable of being locked. Both the FRIENDS and the COUNTY shall have a key to such door.

IN WITNESS WHEREOF, the COUNTY and FRIENDS have caused this Lease Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**FRIENDS OF THE LEON COUNTY
PUBLIC LIBRARY, INC**

Name: _____

By: _____
(Print Name)

Name: _____

Its: _____
(Print Title)
Date: _____

LEON COUNTY, FLORIDA

Name: _____

By: Vincent S. Long
Its County Administrator

Name: _____

Date: _____

ATTEST:
Bob Inzer, Clerk of the Circuit Court
and Comptroller, Leon County, Florida

Approved as to Form:
Leon County Attorney's Office

BY: _____

BY: _____
Herbert W. A. Thiele, Esq.

The 2014 Florida Statutes

Title XI

COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

125.38 Sale of county property to United States, or state.—If the United States, or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state, or corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then the United States, or any department or agency thereof, state or such political subdivision, agency, municipality, corporation or organization may apply to the board of county commissioners for a conveyance or lease of such property. Such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. The fact of such application being made, the purpose for which such property is to be used, and the price or rent therefor shall be set out in a resolution duly adopted by such board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.

History.—s. 4, ch. 23829, 1947.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Request to Schedule a Public Hearing for October 14, 2014 at 6:00 p.m. for the Proposed Abandonment of a 15' Landscape Easement in Lakewood Estates Unit No. 3 and a Replat of a Part of Lakewood Estates Unit No. 2

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development Tom Brantley, P.E., Director, Department of Facilities Management
Lead Staff/ Project Team:	Graham Stewart, Real Estate Manager, Division of Real Estate Management Mitzi McGhin, Real Estate Specialist

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule a public hearing to consider the abandonment of a 15' landscape easement across Block D, in Lakewood Estates Unit No. 3 and a Replat of a part of Lakewood Estates Unit No. 2 subdivision for October 14, 2014 at 6:00 p.m.

Title: Request to Schedule a Public Hearing for the Proposed Abandonment of a 15' Landscape Easement in Lakewood Estates Unit No. 3 and a Replat of a Part of Lakewood Estates Unit No. 2 for October 14, 2014 at 6:00 p.m.

September 23, 2014

Page 2

Report and Discussion

Background:

Mr. and Mrs. Raymond Phaneuf, owner of Lot 16, Block "D" of Lakewood Estates Unit No. 3 and a Replat of a part of Lakewood Estates Unit No. 2, has requested Leon County abandon that portion of a 15' landscape easement that crosses the rear of their property for future expansion of landscaping associated with the construction of a new pool.

Analysis:

The 15' landscape easement is located in Section 31, Township 2 North, Range 1 West in Lakewood Estates Unit No. 3 and a Replat of a part of Lakewood Estates Unit No. 2 subdivision, which is located approximately ¾ mile north of Capital Circle NW along Tower Road. The 15' landscape easement was dedicated to the County by the Plat of the Lakewood Estates Unit No. 3 and a Replat of a part of Lakewood Estates Unit No. 2 on July 26, 1982 and recorded in Plat Book 9, page 21. The abandonment request is for the 15' landscape easement approximately 747 feet in length and crossing the rear of 10 lots on Bombadil Drive (Attachment #1). This request has brought to staff's attention the fact that only certain lots were subject to the landscape easement and that trees are not to be removed within that area.

Upon receipt of this request from Public Works, staff worked with Development Support and Environment Management and Public Works to evaluate the public purpose for the landscape easement. Staff received no negative response from department staff to the request for abandonment, and suggests that the entire 15' landscape easement be abandoned across all 10 lots as per plat because the adjacent property to the east is a large heavy wooded undeveloped tract of land. Additionally, staff delivered notices to all affected property owners requesting their comments concerning the abandonment request (Attachment #2). Only two property owners responded, both giving approval for the abandonment of the 15' landscape easement.

Florida Statutes, Section 336.09 allows for the abandonment of roads and to any land in connection therewith by resolution after an advertised public hearing. Section 336.10 requires that a notice be advertised in a local paper at least 14 days prior to the public hearing.

Staff is requesting the Board schedule a public hearing to consider the abandonment request for October 14, 2014 at 6:00 p.m.

Title: Request to Schedule a Public Hearing for the Proposed Abandonment of a 15' Landscape Easement in Lakewood Estates Unit No. 3 and a Replat of a Part of Lakewood Estates Unit No. 2 for October 14, 2014 at 6:00 p.m.

September 23, 2014

Page 3

Options:

1. Schedule a public hearing to consider the abandonment of a 15' landscape easement across Block D, in Lakewood Estates Unit No. 3 and a Replat of a part of Lakewood Estates Unit No. 2 subdivision for October 14, 2014 at 6:00 p.m.
2. Schedule a public hearing to consider the abandonment of a 15' landscape easement across Block D, in Lakewood Estates Unit No. 3 and a Replat of a part of Lakewood Estates Unit No. 2 subdivision for another date.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Copy of Plat
2. Notice to Property Owners

LAKEWOOD ESTATES UNIT NO.3 AND A REPLAT OF A PART OF LAKEWOOD ESTATES UNIT NO.2

A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND LYING BEYOND THE CITY LIMITS OF TALLAHASSEE, FLORIDA.

DEDICATION STATE OF FLORIDA COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS THAT EQUITY RESOURCES, INC., A FLORIDA CORPORATION OWNER IN FEE SIMPLE OF THE LAND SHOWN HEREON, PLATTED AS LAKEWOOD ESTATES UNIT NO.3 AND A REPLAT OF LAKEWOOD ESTATES UNIT NO.2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 13 BLOCK "D" OF LAKEWOOD ESTATES UNIT NO.2, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 81 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN SOUTH 01 DEGREE 45 MINUTES 55 SECONDS WEST, ALONG THE EAST BOUNDARY OF SAID LOT 13, BLOCK "D" A DISTANCE OF 1747 FEET TO A CONCRETE MONUMENT THENCE NORTH 08 DEGREES 13 MINUTES 33 SECONDS WEST 145.31 FEET TO A CONCRETE MONUMENT THENCE NORTH 01 DEGREE 45 MINUTES 10 SECONDS EAST, ALONG THE WEST BOUNDARY OF SAID LOT 13, BLOCK "D" A DISTANCE OF 1747 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID LOT 13, BLOCK "D", RUN THENCE NORTH 08 DEGREES 13 MINUTES 33 SECONDS WEST 69.00 FEET TO A CONCRETE MONUMENT, THENCE NORTH 01 DEGREE 45 MINUTES 10 SECONDS EAST ALONG THE EAST BOUNDARY OF LOT 54, BLOCK "C" OF SAID LAKEWOOD ESTATES UNIT NO.2 A DISTANCE OF 7.50 FEET TO A CONCRETE MONUMENT, THENCE NORTH 08 DEGREES 18 MINUTES 15 SECONDS EAST 61.36 FEET TO A CONCRETE MONUMENT, THENCE NORTH 05 DEGREES 01 MINUTES 15 SECONDS EAST 149.01 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 84 DEGREES 42 MINUTES 45 SECONDS EAST 48.05 FEET TO A CONCRETE MONUMENT, THENCE NORTH 01 DEGREE 37 MINUTES 37 SECONDS WEST 60.42 FEET TO A CONCRETE MONUMENT, THENCE NORTH 04 DEGREES 52 MINUTES 45 SECONDS WEST 115.08 FEET TO A CONCRETE MONUMENT, THENCE NORTH 02 DEGREES 08 MINUTES 37 SECONDS EAST 526.30 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT OF WAY OF TOWER ROAD RUN THENCE SOUTH 08 DEGREES 16 MINUTES 36 SECONDS EAST (BEARING BASE) ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 350.67 FEET TO A CONCRETE MONUMENT, THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY OF TOWER ROAD RUN SOUTH 01 DEGREE 45 MINUTES 55 SECONDS WEST 747.27 FEET TO THE POINT OF BEGINNING, CONTAINING 5.61 ACRES MORE OR LESS.

HAS CAUSED SAID LAND TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL ROADS, STREETS, ALLEYS AND OTHER RIGHTS OF WAY, AND ALL PARKS AND RECREATION AREAS, AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES, AND ALL PURPOSES INCIDENT THERETO AS SHOWN AND DEPICTED HEREON, RESERVING HOWEVER THE REVERSION OR REVERSIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED ABANDONED, OR THE USE THEREOF DISCONTINUED, AS PRESCRIBED BY LAW BY APPROPRIATE ACTION BY THE PROPER OFFICIALS HAVING CHARGE OR JURISDICTION THIS 25TH DAY OF JULY, A.D. 1982

EQUITY RESOURCES, INC.

[Signature] Richard L. Pelham
WITNESSES: *[Signature]* *[Signature]*
THIS PRESIDENT

ACKNOWLEDGEMENT STATE OF FLORIDA COUNTY OF LEON

BEFORE ME THIS DAY PERSONALLY APPEARED RICHARD L. PELHAM, PRESIDENT OF EQUITY RESOURCES, INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING DEDICATION FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN STATED. WITNESS MY HAND AND SEAL AT TALLAHASSEE, FLORIDA, THIS 25TH DAY OF JULY, 1982.

[Signature] My Commission Expires: Nov 15, 1982
NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF LEON

THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVAL PROVISIONS MADE BY THE TALLAHASSEE-LEON COUNTY PLANNING COMMISSION ON THE 25TH DAY OF JULY, A.D. 1982.

EXECUTIVE DIRECTOR OF THE PLANNING COMMISSION
APPROVED BY THE LEON COUNTY COMMISSION THIS 25TH DAY OF JULY, 1982.
COUNTY ATTORNEY
ACCEPTED FOR FILES AND RECORDED THIS 25TH DAY OF JULY, 1982
IN PLAT BOOK 9, PAGE 21 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT, LEON COUNTY, FLORIDA

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTORSHIP AND SUPERVISION AND IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN CORRECTLY PLACED AND THE SURVEY DATA AND MONUMENTS TYPED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE FLORIDA STATUTES, AND CHAPTER 21-04-1 OF THE FLORIDA ADMINISTRATIVE CODE.

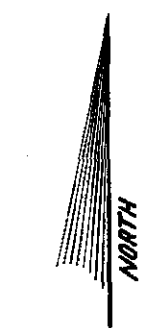
REGISTERED FLORIDA LAND SURVEYOR
CERTIFICATE NO. 12594

LEGEND

- R DENOTES RADIUS
- A DENOTES CENTRAL ANGLE
- L DENOTES ARC LENGTH
- (MEASURING AND DISTANCE) DENOTES BEARINGS AND DISTANCES AS THEY APPEAR ON PREVIOUSLY RECORDED PLATS
- DENOTES PERMANENT CONTROL POINT AND PERMANENT REFERENCE MONUMENT

JOINERS IN DEDICATION

JOINERS IN DEDICATION ARE RECORDED IN THE PUBLIC RECORDS OF LEON CO., FLORIDA, AS FOLLOWS:
VALQUIN ELECTRIC COOPERATIVE, INC. P.L. BOOK 1052, PAGE 85
CAPITAL CITY FIRST NATIONAL BANK P.L. BOOK 1052, PAGE 85



NOTES

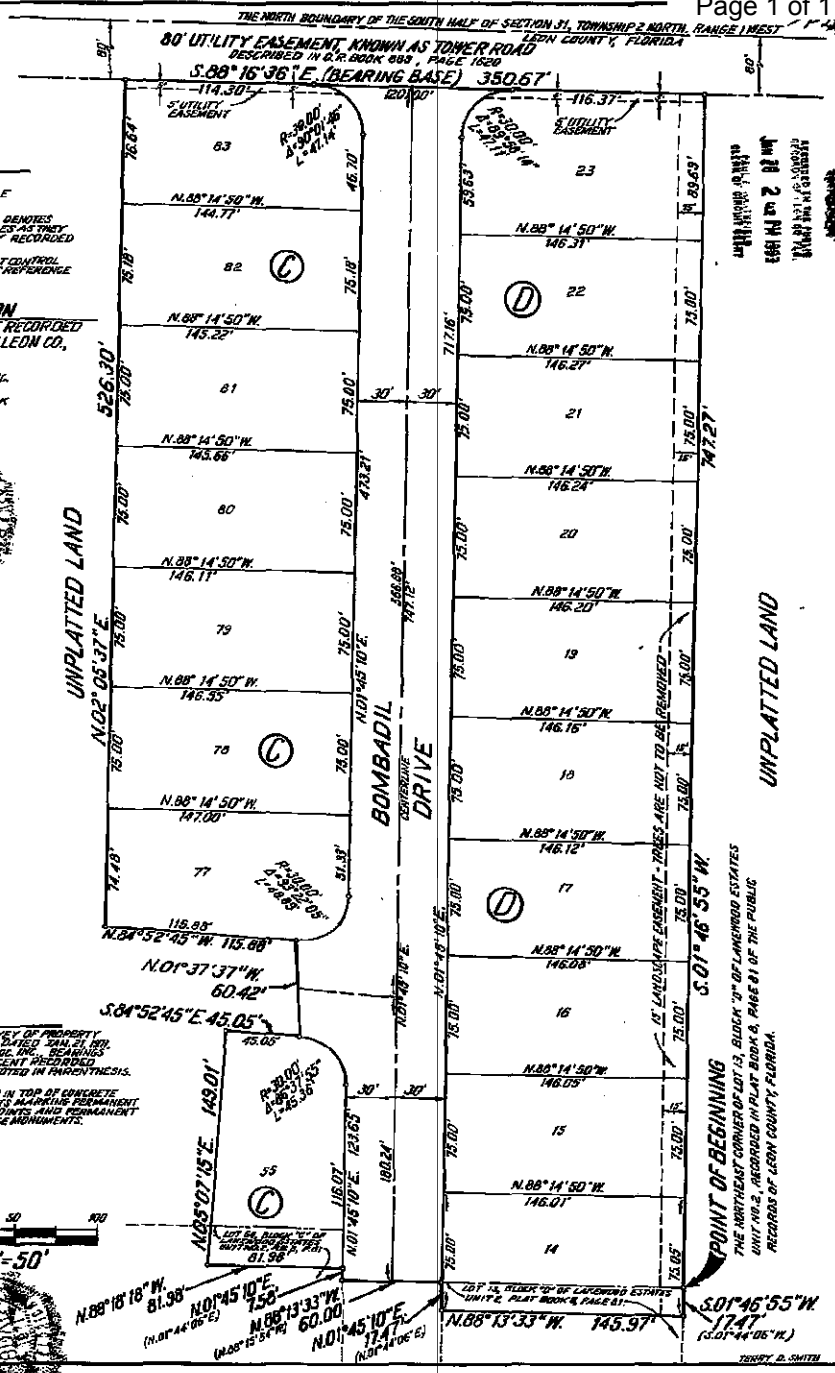
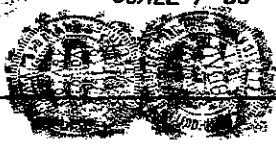
BEARINGS BASED ON SURVEY OF PROPERTY FOR LOT 134 TOWER ROAD, JAN. 21, 1981, BY BROWARD DAVIS ASSOCIATES, INC. BEARINGS AS NOTED IN ADJACENT RECORDED PLAT BOUNDARIES ARE NOTED IN PARENT THESIS.

METAL CAP IN TOP OF CONCRETE MONUMENTS MARKING PERMANENT CONTROL POINTS AND PERMANENT REFERENCE MONUMENTS.

728 NO. 79-247 P.S. & NO. 1942 DATE: JULY, 1982



SCALE: 1" = 50'





Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment #2
Page 1 of 1
Department of Facilities Management
Division of Real Estate Management
1907 S. Monroe Street
Tallahassee, Florida 32301
(850) 606-5000

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

July 10, 2014

Re: 15' Landscape Easement in
Lakewood Estates, Unit 3 Lots

Dear Property Owners,

Leon County has received a request from an adjacent property owner to have the Public abandoned/extinguish the public rights to a 15' Landscape Easement along the rear of 10 lots lying along the east side of Bombadil Drive. The landscape easement was dedicated on the plat of Lakewood Estates, Unit 3 to the public and states that no trees are to be removed within the 15' landscape easement.

The County has obtained an interest by the dedication of this plat to all roads, drainage utilities and landscape easements. The proper course of action to extinguish any and all of the County's interest and responsibilities to the 15' landscape easement, would be a formal abandonment.

Before staff can present this request for the abandonment of the 15' landscape easement to the Board of County Commissioners for approval or decline of request, we are asking the affected property owners to respond if you are not in favor of the County removing the restrictions of the 15' landscape easement from your property along Bombadil Drive.

If you have further questions or comment concerning the abandonment of the 15' landscape easement, please contact me at (850)606-5042 or email me at mcghinm@leoncountyfl.gov as soon as possible so that staff can evaluate and process this request, thank you.

Sincerely,

Mitzi McGhin,
Real Estate Specialist

**Leon County
Board of County Commissioners**


Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the State Financial Assistance Agreement for Acceptance of Two Florida Department of Environmental Protection Grants in the Amount of \$425,000

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works & Community Development Kathy Burke, P.E., Director, Engineering Services
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator

Fiscal Impact:

This item is associated with grant funding. The grants do not require match funding. The Florida Department of Environmental Protection has awarded the County two grants totaling \$425,000

Staff Recommendations:

- Option #1: Approve the State Financial Assistance Agreement to accept two Florida Department of Environmental Protection grants in the amount of \$425,000 (Attachment #1), and authorize the County Administrator to execute the Agreements.
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

In February 2014, Leon County submitted five water quality project applications to the House Agriculture and Natural Resources Appropriations Subcommittee for a total funding request of \$3.2 million. The final budget included funding for two of the five projects submitted, the “Robinson Road Flood Relief” Project and a “Septic to Sewer” Project for a total funding of \$425,000.

Analysis:

The “Robinson Road Flood Relief” Project will provide flood relief to five property owners adjacent to Robinson Road in the Woodville Rural Community. Purchase of two flood-prone home sites adjacent to existing Leon County property would allow for the excavation of a treatment and attenuation stormwater facility. This will remove floodwater from the remaining three properties (four homes) and provide treatment for the adjacent state and county roadways in the Wakulla Springs Springshed. The Legislature funded the entire requested amount of \$350,000.

The “Septic to Sewer” Project application requested funding for design and construction funds to eliminate septic tanks in the Lake Munson Target Area by connecting to the City of Tallahassee’s Advanced Wastewater Treatment (AWT) Facility. Converting septic tanks to central sewer will reduce nitrogen loads that contribute to the degradation of Wakulla Springs and the Upper Wakulla River. The Tallahassee AWT Facility currently discharges at 3 mg/L Total Nitrogen compared to up to 60 mg/L per septic tank, estimated by the University of Florida Institute of Food and Agricultural Sciences (IFAS). The initial request was \$1 million to phase out approximately 58 septic tanks and up to 530 kg/year of Total Nitrogen from the Wakulla Springs. The cost included individual home connections and the removal of the existing septic tanks. However, the final budget appropriated \$75,000 to this project.

The “Septic to Sewer” Project funds will be used for a topographic survey of the Woodside Heights subdivision to prepare for construction funds, and to provide education and outreach to the property owners regarding the benefits of connecting to central sewer. The Woodside Heights subdivision is a compact neighborhood within the Primary Focus Area #1 in the draft Wakulla Springs Basin Management Action Plan, a key area for septic tank phase-out to assist in the Wakulla Springs recovery (Attachment #3).

Options:

1. Approve the State Financial Assistance Agreements to accept two Florida Department of Environmental Protection grants in the amount of \$425,000, (Attachment #1), and authorize the County Administrator to execute the Agreements.
2. Approve the Resolutions and associated Budget Amendment Requests.
3. Do not accept the Florida Department of Environmental Protection grants in the amount of \$425,000.
4. Board direction.

Recommendations:

Options #1 and #2.

Attachments:

1. Grant Agreements
2. Resolutions and associated Budget Amendment Requests
3. Woodside Heights map

VSL/TP/KB/TH/la

**STATE FINANCIAL ASSISTANCE AGREEMENT
LEON COUNTY
DEP AGREEMENT NO. LP37110**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015
GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and LEON COUNTY, whose address is 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the Leon County Septic to Sewer Project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2014 and end no later than August 31, 2015, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$75,000 toward the total estimated project cost of \$75,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes that

transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than November 31, 2015, to assure the availability of funds for payment. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,
- (3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,
- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

- (1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup

documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment – (Capital outlay costing \$1,000 or more) – The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement

E. In addition to the invoicing requirements contained in paragraph 3.C. and 3.D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RESERVED.

7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

9. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

11. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to

Attachment G summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 18 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

14. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

15. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

16. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

17. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

18. The Department's Grant Manager for this Agreement is identified below.

Thomas Montgomery
State Revolving Fund
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: (850) 245-8368
Fax: (850) 245-8411
Email: Thomas.Montgomery@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. The Grantee's Grant Manager for this Agreement is identified below.

Theresa B. Heiker
Leon County
2280 Miccosukee Road
Tallahassee, Florida 32308
Phone: (850) 606-1526
Fax: (850) 606-1501
Email: HeikerT@LeonCountyFL.gov

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

20. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide,

adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

21. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

22. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

23. RESERVED.

24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

25. RESERVED.

26. RESERVED.

27. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a

public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

28. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
29. Land acquisition is not authorized under the terms of this Agreement.
30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

LEON COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
County Administrator

By: _____
Program Administrator
State Revolving Fund

Date: _____

Date: _____

FEID No.: _____

Thomas Montgomery, DEP Grant Manager

Approved as to form and legality:

DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Reserved
Attachment	F	Reserved
Attachment	G	Special Audit Requirements (5 Pages)

**ATTACHMENT A
PROJECT WORK PLAN
LEON COUNTY
LP37110**

Project Title: Leon County Septic to Sewer Project
Project Location: The project focus is the Woodside Heights Subdivision in Leon County, adjacent to the Tallahassee city limits. The area lies in the Apalachee Bay-St. Marks Watershed, HUC 12-0312001.
Project Background: Elevated nitrate levels in the Wakulla Springs are linked to septic tanks within the Wakulla Springs Springshed. Replacing septic tanks with central sewer for treatment at the Tallahassee advanced wastewater treatment facility would decrease the nitrate loads from existing homesites. The Woodside Heights subdivision lies in the Wakulla Springs Primary Focus Area 1 identified in the draft Basin Management Action Plan for the Upper Wakulla River TMDL. Future construction grant funds would be used to convert the existing septic tanks to central sewer, including the payment of City connection fees and septic tank abandonment costs.
Project Description: <i>1.Task:</i> Professional services for the topographic and utility survey of Woodside Heights Units 1 through 3. <i>Deliverables:</i> Copy of the executed contract, contractor's payment application(s), and copy of the contractor's completed survey. <i>Timeline for completion:</i> August 31, 2015 <i>Budget Information:</i> <i>Salaries:</i> N/A <i>Fringe Benefits:</i> N/A <i>Travel:</i> N/A <i>Contractual:</i> \$65,000 <i>Equipment:</i> N/A <i>Supplies/Other Expenses:</i> N/A <i>Land:</i> N/A <i>Indirect:</i> N/A <i>Performance Standard:</i> The DEP Grant Manager will review periodic requests for funds for the deliverables to ensure all backup material are submitted and determine if the disbursement requests are acceptable for payment as they are submitted to the department. <i>2.Task:</i> Education and outreach to property owners in Woodside Heights subdivision to obtain voluntary agreement to connect to centralized sewer. <i>Deliverables:</i> Copy of the executed contract, contractor's payment application(s), and summary of the owner agreements to connect. <i>Timeline for completion:</i> August 31, 2015 <i>Budget Information:</i>

<p>Salaries: N/A Fringe Benefits: N/A Travel: N/A Contractual: \$10,000 Equipment: N/A Supplies/Other Expenses: N/A Land: N/A Indirect: N/A</p> <p>Performance Standard: The DEP Grant Manager will review periodic requests for funds for the deliverables to ensure all backup material are submitted and determine if the disbursement requests are acceptable for payment as they are submitted to the department.</p>				
Total Budget by Task:				
Tasks		DEP Funding	Local Funds and Source	
			Local Funds	Source of Funds
1	Survey	\$65,000	N/A	N/A
2	Outreach	\$10,000	N/A	N/A
Total:		\$75,000		
The FY2014-15 GAA did not require a match for these projects.				

ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient LEON COUNTY
2. Project Number LP37110 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial Final
5. Federal Employer Identification Number _____
6. Task/Deliverable No. _____
7. Mail EFT Send Remittance to: _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

1.	Contractual Services		
2.	Total		
3.	Disbursements previously requested		
4.	Amount Requested for Disbursement (line 2 minus 3)		

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

**Grant Manager's Certification
of Disbursement Request**

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D
PROGRESS REPORT FORM

DEP Agreement No.:	LP37110		
Grantee Name:	LEON COUNTY		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP37110 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	75,000	140047

Total Award	\$75,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**STATE FINANCIAL ASSISTANCE AGREEMENT
LEON COUNTY
DEP AGREEMENT NO. LP37111**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015
GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and LEON COUNTY, whose address is 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the Leon County Robinson Road Flood Relief project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2014 and end no later than April 30, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$350,000 toward the total estimated project cost of \$350,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes that

transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than July 31, 2016, to assure the availability of funds for payment. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,
- (3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,
- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

- (1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup

documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment – (Capital outlay costing \$1,000 or more) – The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraph 3.C. and 3.D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RESERVED.

7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

9. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

11. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to

Attachment G summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 18 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

14. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

15. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

16. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

17. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

18. The Department's Grant Manager for this Agreement is identified below.

Thomas Montgomery
State Revolving Fund Management
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: (850) 245-8368
Fax: (850) 245-8411
Email: Thomas.Montgomery@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. The Grantee's Grant Manager for this Agreement is identified below.

Theresa Heiker
Leon County
2280 Miccosukee Road
Tallahassee, Florida 32308
Phone: (850) 606-1526
Fax: (850) 606-1501
Email: HeikerT@LeonCountyFL.gov

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

20. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide,

adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

21. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

22. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

23. RESERVED.

24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

25. RESERVED.

26. RESERVED.

27. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a

public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

28. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

29. The Grantee is authorized to purchase the land described in **Attachment A**. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions contained in that certain Grant Award Agreement (DEP Agreement No. LP37111, which is attached hereto as Exhibit [number] and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the title to the Property in perpetuity

and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection shall be deemed a third party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. The Department shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by the Department to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of the Department to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Leon County, Florida. Grantee further agrees to give written notice to the Department of the conveyance or transfer of any interest in the Property at least 20 days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard MS35, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LP37111, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above referenced language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall be required to execute and record a Declaration of Restrictive Covenants (on a form obtained from the Department of Environmental Protection) that shall run with the title to the Property. Requests for the Declaration of Restrictive Covenants form shall be directed to the DEP Grant Development and Review Manager, Procurement Section, 3900 Commonwealth Boulevard, Suite 235G, Mail Station 93, Tallahassee, Florida 32399-3000.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid

when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

LEON COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
County Administrator

By: _____
Program Administrator
State Revolving Fund

Date: _____

Date: _____

FEID No.: _____

Thomas Montgomery, DEP Grant Manager

Approved as to form and legality:

DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Reserved
Attachment	F	Reserved
Attachment	G	Special Audit Requirements (5 Pages)

**ATTACHMENT A
PROJECT WORK PLAN
LEON COUNTY
LP37111**

Project Title: Leon County Robinson Road Flood Relief
Project Location: The project site encompasses the south side of Robinson Road in Woodville, within Leon County. Woodville lies in HUC 12-0312001, Apalachee Bay-St. Marks watershed.
Project Background: The purchase of two flood-prone abandoned homesites adjacent to County vacant property would allow for the construction of a stormwater treatment and attenuation facility. The stormwater facility would remove floodwater from the properties north of Robinson Road while providing treatment for the adjacent County and State roadways.
Project Description: <i>1.Task:</i> Purchase two (2) tracts of unoccupied property with abandoned structures. Parcel A is Leon County Tax Id. No. 33-17-20-065-000-0 encompassing 0.48 acres. Parcel B is Leon County Tax Id. No. 33-17-20-066-000-0 encompassing 0.27 acres. <i>Deliverable:</i> Copies of recorded deeds to Leon County Board of County Commissioners and a copy of all closing documents. <i>Timeline for completion:</i> April 30, 2016 <i>Budget Information:</i> <i>Salaries:</i> N/A <i>Fringe Benefits:</i> N/A <i>Travel:</i> N/A <i>Contractual:</i> N/A <i>Equipment:</i> N/A <i>Supplies/Other Expenses:</i> N/A <i>Land:</i> \$60,000 <i>Indirect:</i> N/A <i>Performance Standard:</i> The DEP Grant Manager will review the deliverables to ensure all backup material are submitted and determine if the disbursement requests are acceptable for payment as they are submitted to the department. <i>2.Task:</i> Professional services for the land survey, geotechnical investigation, site design and environmental permitting. <i>Deliverable:</i> Copy of the executed contract, contractor's payment application(s), copy of the contractor's survey, copy of the geotechnical report, and a copy of design submittals. <i>Timeline for completion:</i> April 30, 2016 <i>Budget Information:</i> <i>Salaries:</i> N/A <i>Fringe Benefits:</i> N/A <i>Travel:</i> N/A

Contractual: \$100,000
Equipment: N/A
Supplies/Other Expenses: N/A
Land: N/A
Indirect: N/A

Performance Standard: The DEP Grant Manager will review periodic requests for funds for the deliverables to ensure all backup material are submitted and determine if the disbursement requests are acceptable for payment as they are submitted to the department.

3.Task: Construct stormwater treatment and attenuation facility on Leon County property and the two acquired parcels.

Deliverable: Copy of bid award, copy of the executed contract, contractor's schedule of values, and project progress photographs.

Timeline for completion: April 30, 2016

Budget Information:
Salaries: N/A
Fringe Benefits: N/A
Travel: N/A
Contractual: \$190,000
Equipment: N/A
Supplies/Other Expenses: N/A
Land: N/A
Indirect: N/A

Performance Standard: The DEP Grant Manager will review periodic requests for funds for the deliverables to ensure all backup material are submitted and determine if the disbursement requests are acceptable for payment as they are submitted to the department.

Tasks		DEP Funding	Local Funds and Source	
			Local Funds	Source of Funds
1	Land Purchase	\$60,000	N/A	N/A
2	Professional Services	\$100,000	N/A	N/A
3	Construction	\$190,000	N/A	N/A
Total:		\$350,000		
The FY2014-15 GAA did not require a match for these projects.				

ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient Leon County
2. Project Number LP37111 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial Final
5. Federal Employer Identification Number _____
6. Task/Deliverable No. _____
7. Mail EFT Send Remittance to: _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Contractual Services
2. Land
3. Total
4. Disbursements previously requested
5. Amount Requested for Disbursement (line 3 minus 4)

Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

**Engineer's Certification
of Disbursement Request**

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP37111		
Grantee Name:	Leon County		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP37111 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	350,000	140047

Total Award	\$350,000	
--------------------	------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2013/2014; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 23rd day of September, 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

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LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

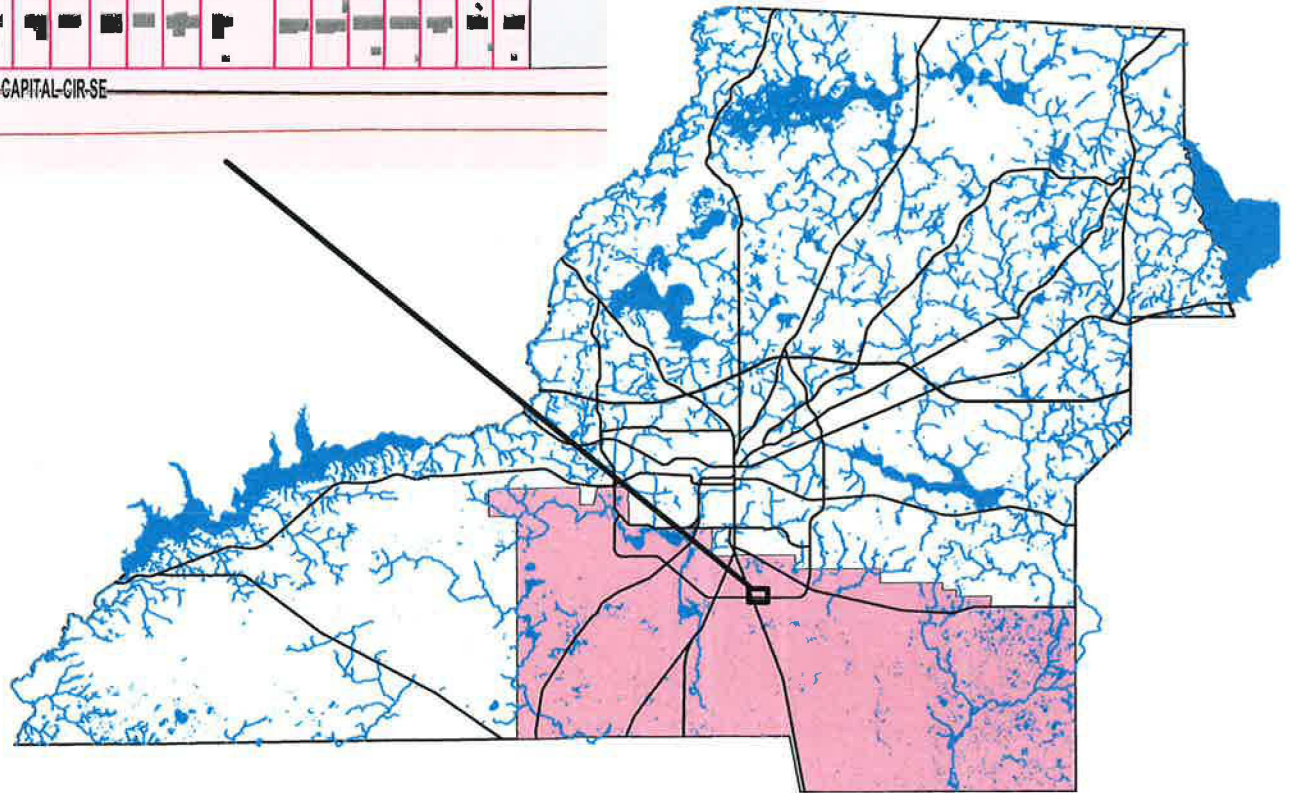
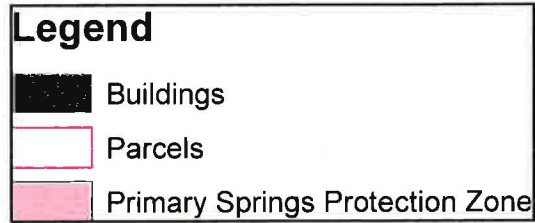
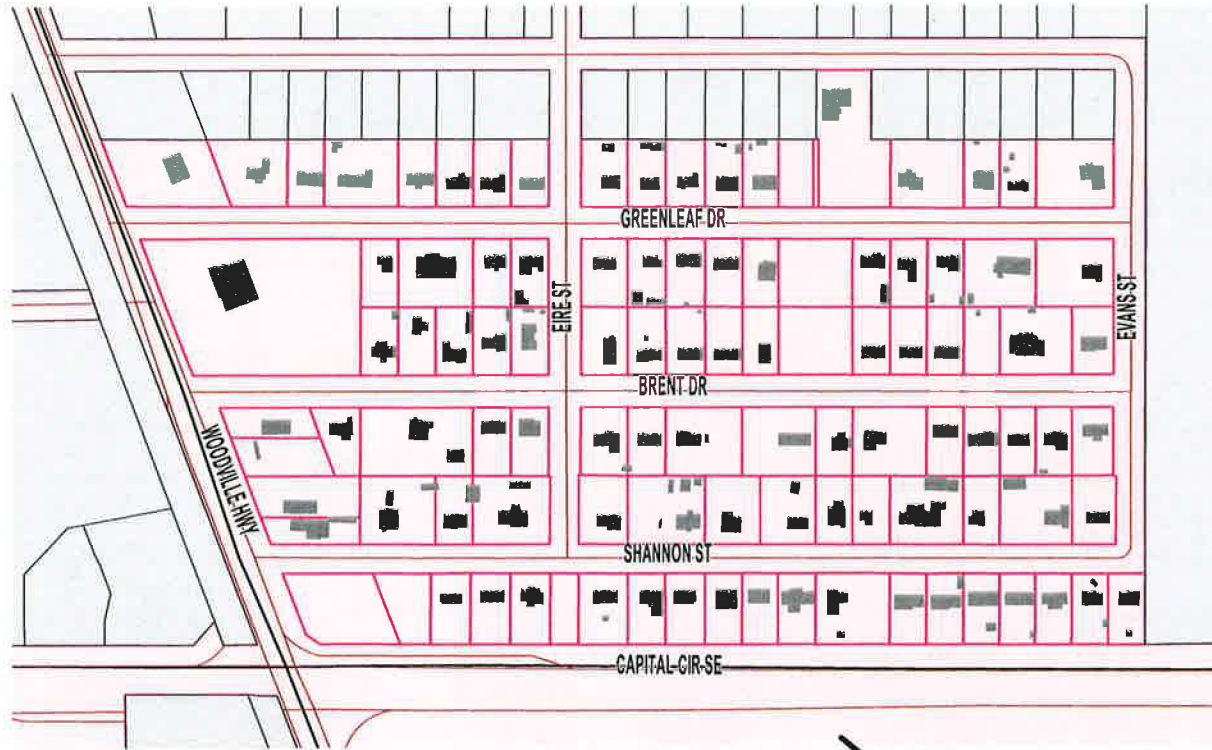
ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

Target Area - Woodside Heights Units 1 through 3



**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Aerial Larviciding Agreement with the Leon County Sheriff's Office

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development
Lead Staff/ Project Team:	Dale Walker, Director of Operations Glen Pourciau, Stormwater Superintendent

Fiscal Impact:

This item has been budgeted and adequate funding is available in Mosquito Control's proposed FY 2015 operating budget.

Staff Recommendation:

Option #1: Approve the Aerial Larviciding Agreement with the Leon County Sheriff's Office (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

In 1983, the Leon County Mosquito Control Program entered into an agreement with the Leon County Sheriff's Office to perform aerial larviciding on a limited basis. Aerial larviciding involves spraying large sites of mosquito infested standing water that cannot be treated with ground equipment. The larvicide helps to control mosquitoes in the immature larval stage. The larvicide being used by Leon County is a biological material that is environmentally safe.

Since the inception of the Aerial Larviciding Program, the agreement with the Sheriff's Office has proven to be an effective and cost efficient means of operating the Program. As a result, in 1992, the Board approved funding half a pilot's position to expand the program and provide continuous services. The Sheriff's Office currently has two pilots with the required Aerial Applicator's License to provide aerial larviciding services. Calibration of the mosquito control equipment on the helicopter as well as area site surveillance is performed by Mosquito Control personnel. The current agreement with the Sheriff's Office expires on September 30, 2014.

Analysis:

The Aerial Larviciding Agreement defines both parties' responsibilities for operating the larviciding program. In general, items in the agreement such as shared insurance cost, pilot availability, aircraft rental cost, etc., are the same types of commitments that the County and Sheriff's Office provided since the program began. The only change to the agreement involves an increase of the hourly rate from \$255 per hour to \$592 per hour. This is the first rate increase since 2002. Additional funding was included in the proposed FY15 budget to cover the rate increase associated with the new agreement. The Division is budgeted for approximately 45 flight hours for a total of \$26,640.

Assuming the County was unable to utilize the agreement with the Sheriff's Office to provide these larviciding services, the Division would be left with only two alternatives to operate the program. One would be to purchase an aircraft and employ a pilot, and the second would be to enter into an agreement with a private vendor to perform the services. The first option would be costly and result in duplicating resources currently existing in the County. From past research, the second option does not appear feasible because of the lack of aerial application vendors in the area equipped to perform this type of work. Therefore, it is in the County's best interest to continue the current agreement with the Sheriff's Office.

Options:

1. Approve the Aerial Larviciding Agreement with the Sheriff's Office (Attachment #1), and authorize the County Administrator to execute the Agreement.
2. Do not approve the Aerial Larviciding Agreement with the Sheriff's Office.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Aerial Larviciding Agreement

AERIAL LARVICIDING AGREEMENT

THIS AGREEMENT is made by and between LARRY CAMPBELL, as Sheriff of Leon County, Florida, a County Constitutional officer of the State of Florida, for the Leon County Sheriff's Office (hereafter referred to as the "Sheriff"), and LEON COUNTY, a political subdivision of the State of Florida (hereafter referred to as the "County").

WHEREAS, it is of benefit to all citizens of Leon County that both governmental entities cooperate to provide efficient and effective services; and

WHEREAS, the County operates a Mosquito Control Program in both incorporated and unincorporated areas of Leon County to promote the health, welfare, and comfort of all residents of Leon County, Florida, pursuant to Florida Statutes, Chapter 388, and by Florida Administrative Code, Chapter 5E-13; and

WHEREAS, the Sheriff operates an Aviation Bureau for the safety and welfare of all residents of Leon County; and

WHEREAS, the Aviation Bureau maintains aircraft that can perform aerial larviciding; and

WHEREAS, the County in 1992 approved funding half of a pilot position in the Aviation Bureau for the purpose of providing aerial larviciding services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

SECTION ONE: TERM

- 1.1 The term of this Agreement shall commence on October 1, 2014, and end on September 30, 2018, unless earlier terminated as provided for elsewhere in this Agreement.

SECTION TWO: RENEWAL

- 2.1 The Agreement may, at the County's option and upon approval by the Sheriff, be renewed for successive periods of three (3) years upon the County giving the Sheriff written notice of intent to renew at least thirty (30) days prior to the expiration date of the then current contract period, and upon the County and Sheriff reaching mutual agreement upon such specific changes as either party deems necessary.

SECTION THREE: AVAILABILITY OF HELICOPTER

- 3.1 The Sheriff agrees to make a helicopter available for aerial larviciding and surveying on an annual basis.

- 3.2 The County will notify the Sheriff's Aviation Bureau of all weekly spraying needs by noon on Mondays.
- 3.3 The County understands that Law enforcement requirements/emergencies preempt routine spraying.
- 3.4 The Sheriff will notify the County in advance of all scheduled aircraft maintenance that would preempt service.
- 3.5 The Sheriff will notify the County when unanticipated aircraft maintenance requires aircraft downtime and an estimate of when the aircraft will be back in service.
- 3.6 The Sheriff will notify the County in advance of situations such as training, scheduled leave, etc., that result in the mosquito control pilot not being available during the stipulated spraying schedule.

SECTION FOUR: COSTS

- 4.1 The County will pay the Sheriff one sixth of the total cost of hull and liability insurance on the aircrafts utilized for mosquito spraying for the fiscal year of the agreement.
- 4.2 The County will pay the Sheriff for the use of the aircraft at an hourly rate of \$592.00 per air hour. This rate will remain valid through September 30, 2018, unless an adjustment to the rate becomes necessary due to unforeseen emergency circumstances. The parties shall agree on any such adjustment before it is implemented. The hourly rate will not include any cost for piloting services.
- 4.3 The Sheriff will submit an invoice for services rendered to the County within thirty (30) days following the end of each month.
- 4.4 The County will remit payment to the Sheriff within thirty (30) days after the date invoices are received.

SECTION FIVE: CANCELLATION

- 5.1 This Agreement can be canceled by either party without cause, by giving thirty (30) days' notice of intent to cancel to the other party and there shall be no damages for such early termination.
- 5.2 Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees incurred or through and including the last effective day of this Agreement.

SECTION SIX: LIABILITY

6.1 That to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirement of Florida Statutes, Section 768.28, the County hereby agrees to indemnify, defend, save and hold harmless the Sheriff from all claims, demands, liabilities and suits arising out of, because of, or due to any negligent act of the County, its agents or employees arising out of this Agreement for Mosquito Control Services. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Sheriff for his negligence or breach of contract, or that of his agents or employees. That to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the Sheriff hereby agrees to indemnify, defend, save and hold harmless the County from all claims, demands, liabilities and suits arising out of, because of, or due to any negligent act of the Sheriff, its agents or employees arising out of this Agreement for Mosquito Control Services. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its negligence or breach of contract, or that of its agents or employees.

SECTION SEVEN: MISCELLANEOUS

- 7.1 The County will maintain all calibration records on spraying equipment, sites identified for spraying, pesticide usage, mosquito surveillance information, and other records required by state and federal pesticide regulations.
- 7.2 The Sheriff will maintain and provide the County with records regarding spraying dates and times, sites actually sprayed, flight hours including both spraying and surveillance hours.
- 7.3 The mosquito control pilot shall have an Aerial Applicator License issued by the Department of Agriculture and Consumer Services.
- 7.4 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.
- 7.5 The performance of both parties' obligations under this Agreement shall be subject to and contingent upon the appropriation of funds or otherwise lawfully expendable for the purposes of this Agreement for current and future periods.

SECTION EIGHT: PUBLIC RECORDS

- 8.1 Section 119.0701, Florida Statutes, provides that public agency contractors for services must comply with the Florida public records law.

- 8.2 The contractor agrees that he/she/it shall comply with public records laws, specifically to:
 - 8.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the sheriff's office in order to perform the services.
 - 8.2.2 Provide the public with access to public records on the same terms and conditions that the sheriff's office would provide the records and at a cost that does not exceed the cost provided in the Florida public records law or as otherwise provided by law.
 - 8.2.3 Ensure that public records that are exempt or confidential & exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 8.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the sheriff's office all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential & exempt from public records disclosure requirements. All records stored electronically must be provided to the sheriff's office in a format that is compatible with the information technology systems of the sheriff's office.
- 8.3 The parties agree that if the contractor does not comply with a public records request, such failure to comply shall be considered a material breach and shall be grounds for termination of this Agreement.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY SHERIFF



LEON COUNTY, FLORIDA

By: _____

[Signature]
Larry Campbell, Sheriff

By: _____

[Signature]
Vincent S. Long, County Administrator

Date: _____

9-22-, 2014

Date: _____

8-18-14, 2014

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

By: _____

[Signature]

Approved as to Form:
Leon County Attorney's Office

By: _____

[Signature]
Herbert W. A. Thiele, Esq.
County Attorney

**Leon County
Board of County Commissioners**


Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Waive Policy 97-3 “Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities” Allowing a Memorial Structure for Trenton J. McElroy to be Erected at Miccosukee Park and to Name the Newly Renovated Baseball Field in his Honor

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director of Public Works and Community Development
Lead Staff/ Project Team:	Leigh Davis, Director of Parks and Recreation

Fiscal Impact:

This item has no fiscal impact. All costs associated with the manufacturing and installation of the memorial will be borne by Miccosukee Little League.

Staff Recommendation:

- Option #1: Approve the waiver of Policy No. 97-3 “Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities” allowing a memorial structure for Trenton J. McElroy to be erected at Miccosukee Park, upon final design approval by the County Administrator or his designee.
- Option #2: Approve the naming of the newly renovated baseball field the “Trenton J. McElroy Field.”

Title: Approval to Waive Policy 97-3 “Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities” Allowing a Memorial Structure for Trenton J. McElroy to be Erected at Miccosukee Park and to Name the Newly Renovated Baseball Field in his Honor

September 23, 2014

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Report and Discussion

Background:

In May 2013, the Board amended Policy 97-3 “Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities” to address standard requests for the placement of recognition fixtures and/or amenities in Parks (Attachment #1).

In June 2014, Miccosukee Little League approached the Division about installing a “Heart of a Warrior” memorial at Miccosukee Park in memory of Trenton J. McElroy, as well as naming the newly renovated baseball field in his honor (Attachments #2 and #3). Trent was a participant in the park’s Little League program, and lost his fight with cancer in November 2013. The pedestal-type memorial the League would like to see installed falls outside of the parameters of the existing policy.

This item seeks Board approval to waive Policy No. 97-3 “Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities” allowing a memorial structure for Trenton J. McElroy to be erected at Miccosukee Park, upon final design approval by the County Administrator or his designee, and to name the newly renovated baseball field in his honor.

Analysis:

In accordance with Policy No. 97-3, all requests for naming County-owned facilities or structures must be submitted to the Board for approval and official designation. Such proposal shall be accompanied by background data or fact sheet citing reasons for the nomination. That sheet is provided as Attachment #3.

Staff has also reviewed the segments of the policy that qualifies one as a Donor (Section 7) and as an Honoree (Section 8). In both cases, this request complies. The deviation lies with the type of structure that the League would like to see erected.

The League’s vision is to install a pedestal-type memorial structure at the park. The memorial would include space for the annual recognition of an individual player that embodies the bravery, sportsmanship, and character that Trent demonstrated during his short life. A draft sketch of that vision is provided as Attachment #4. Parks and Recreation staff have discussed with the Park President that, should the Board approve the waiver, the memorial will need to meet the permitting and inspection requirements of the County as well.

Final design and construction has appropriately been postponed until Board action could be taken.

Title: Approval to Waive Policy 97-3 “Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities” Allowing a Memorial Structure for Trenton J. McElroy to be Erected at Miccosukee Park and to Name the Newly Renovated Baseball Field in his Honor

September 23, 2014

Page 3

Options:

1. Approve the waiver of Policy No. 97-3 “Naming of County Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishing and Trees at County-owned Park and Recreation Facilities” allowing a memorial structure for Trenton J. McElroy to be erected at Miccosukee Park, upon final design approval by the County Administrator or his designee.
2. Approve the naming of the newly renovated baseball field the “Trenton J. McElroy Field.”
3. Do not approve the waiver of Policy No. 97-3.
4. Do not approve the naming of the newly renovated baseball field.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Policy No. 97-3
2. E-mail Request from the League President, Kristi Aiken
3. Biography of Trenton J. McElroy
4. Draft Sketch of the Memorial

VSL/TP/LD/ld

2.05.1

Board of County Commissioners Leon County, Florida

Policy No. 97- 3

Title: Naming of County-Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishings and Trees at a County-owned Park and Recreation Facility

Date Adopted: May 28, 2013

Effective Date: May 29, 2013

Reference: N/A

Policy Superseded: Policy No. 97-3, "Naming of County-Owned Facilities, Structures, Buildings, Geographical Areas or Other Property" adopted April 8, 1997

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that proposed names for County- owned facilities, buildings, structures, geographical areas or other property, with the exception of Park Furnishings and Trees at a County-owned park and recreation facility paid for through private donations as described herein, must be submitted to the Board of County Commissioners for approval and official designation. Such proposed name shall be in writing and shall be accompanied by background data, a resume or fact sheet citing reasons for the nomination.

Areas, sections, facilities, structures, and buildings within County-owned property may be named differently from each other and that of the overall tract. Such areas, sections, structures, facilities, and buildings may be named honoring well-known persons, provided that such persons are not serving in public office at the time of naming.

The placement of displays on any County-owned property, structures, buildings or geographic areas that commemorate or honor elected officials, past or present, shall be solely determined by the Board of County Commissioners.

When the Commission finds that it would be inappropriate to name a County area, structure, or facility in its entirety in honor of an individual, it may place a plaque or other marker at an appropriate location within the area or property whereby the names of individuals may be placed in recognition of their contributions to the County.

When appropriate, County-owned facilities, structures, buildings, properties, or geographical areas may be renamed. The procedure for doing so shall be the same as for originally naming such County-owned property.

Policy 97-3

2.05.1

Naming of County-owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishings and Trees at a County-owned Park and Recreation Facility

Park Furnishings and Park Amenities

Individual persons and not-for-profit organizations that meet the qualification criteria identified herein (“Donors”) can honor or memorialize individual persons or not-for-profit organizations that meet the criteria identified herein (“Honoree”) through the sponsorship of approved park benches and other amenities (“Park Furnishings”) and Trees (collectively, “Park Furnishings and Trees”) for County’s installation at an approved County-owned park and recreational facility, as follows:

1. The County Administrator will provide and maintain a list and description of approved Park Furnishings and Trees available for sponsorship and approved recognition elements that will accompany the sponsored Park Furnishings and Trees (“Plaques”) (collectively, “Shopping List”). General aesthetic and safety standards, anticipated maintenance requirements, architectural and natural elements applicable to a specific park or recreational facility, as well as other standards that the County Administrator deems appropriate, will be considered in the development of the Shopping List. Plaques will only include prescribed, allowed language from which the Donor will select at the time the Donor completes the Sponsorship Form, and the Donor’s and Honoree’s names.
2. The County Administrator has the right to alter the make and model of Park Furnishings and Plaques that are on the Shopping List, and to limit the installation of specific Park Furnishings and Trees to certain County-owned parks and recreational facilities.
3. Sponsorships are limited to only those items on the Shopping List. Plaques are recognition elements that accompany sponsored Park Furnishings and Trees, and Plaques may not be separately sponsored.
4. The County Administrator will provide a Sponsorship Form that will include the cost for sponsoring the Park Furnishings and Trees that are available for sponsorship (“Sponsorship Cost”) and the County-owned park and recreational facilities from which the Donor may select for installation of the sponsored Park Furnishings and Trees.
5. Sponsorship Cost will be established with the intent that the Donor pay the full cost of the Park Furnishings and Trees that the Donor is sponsoring, plus the cost the accompanying Plaque, and may include a discretionary administrative fee for coordination and installation.
6. The Shopping List and Sponsorship Form will be made available to the public online at the County’s website and at the County’s Parks and Recreation Department.
7. To qualify as a Donor, the Donor must be:
 - a. A person who resides in Leon County, Florida at the time of requested sponsorship or a person who has resided in Leon County, Florida within the five years immediately preceding the requested sponsorship; or
 - b. A not-for-profit organization with a lawful address within Leon County, Florida; or
 - c. An organized sports team, located within Leon County, Florida, that achieved recognized success at a local, regional, state, and/or national level.

Naming of County-owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishings and Trees at a County-owned Park and Recreation Facility

8. To qualify as an Honoree, the Honoree must be:
 - a. A person who resides in Leon County, Florida at the time of requested sponsorship or a person who has resided in Leon County, Florida within the five years immediately preceding the requested sponsorship; or
 - b. A not-for-profit organization with a lawful address within Leon County, Florida; or
 - c. An organized sports team, located within Leon County, Florida, that achieved recognized success at a local, regional, state and/or national level; or
 - d. A person who served with honor in the armed forces of the United States of America.
9. All sponsorships must be made by a qualified Donor in recognition of a qualified Honoree as described herein. A Sponsorship Form prepared by or on the behalf of someone who does not meet the criteria to be a Donor will be denied, and a Sponsorship Form completed to request recognition of someone who does not meet the criteria to be an Honoree would be denied.
10. Unless otherwise agreed to by the County Administrator, the Honoree must agree in writing to the sponsorship, or if the Honoree is deceased, a family member of the Honoree must agree in writing to the sponsorship. As used in this section, "family" is limited to the Honoree's son, daughter, parent, grandparent, sister, and brother.
11. The Donor must complete and submit the Sponsorship Form, along with a check made payable to Leon County in the amount of the full Sponsorship Cost, to the County as directed on the Sponsorship Form. In completing the Sponsorship Form, the Donor will: select the Park Furnishings and Trees they are sponsoring; provide requisite information for the completion of the Plaque from the prescribed, allowed language selection; select the County-owned park or recreational facility where the sponsored Park Furnishings and Trees and accompanying Plaque will be installed by the County; identify the Donor's address and contact information; identify the Honoree's address and contact information if the Honoree is alive, or the Honoree's family member's address and contact information if the Honoree is deceased; stipulate the criteria by which the Donor and Honoree qualify; and provide written agreement from the Honoree, or if the Honoree is deceased, from a member of the Honoree's family, as described hereinabove.
12. The County will purchase, install, and be the sole owner of all sponsored Park Furnishings and Trees and Plaques.
13. The County may delay planting of Trees until the County deems that the weather is appropriate to best assure the Tree's survival.
14. The Plaque will be affixed to, or installed in close proximity to, the sponsored Park Furnishings or Trees. Placement of Plaques will vary depending upon the Park Furnishings or Trees selected and location.

Policy 97-3

2.05.1

**Naming of County-owned Facilities, Structures, Buildings, Geographical Areas or Other Property
and Sponsorship of Park Furnishings and Trees at a County-owned Park and Recreation Facility**

15. The County will send a photo of the installed Park Furnishings and Trees and Plaque to the Donor, at the physical address or e-mail address the Donor provided on the Sponsorship Form.
16. The County is not responsible for replacing Trees that have become diseased, or for replacing Park Furnishings, Trees, or Plaques that have been damaged, stolen, or removed for reasons deemed by the County to be in the public interest.
17. Park Furnishings, Trees, and Plaques may be removed, at the discretion of the County, at the end of their safe, useful life.
18. The County may relocate Park Furnishings, Trees, and Plaques.

The County Administrator, or his or her designee, will notify the Donor of the County's receipt of the Sponsorship Form and whether their sponsorship request has been approved or denied.

Revised May 28, 2013

Leigh Davis - RE: RE: Miccosukee Little League/Miccosukee Youth Programs @Miccosukee Park

From: "Kristi Aiken" <aikenlc@centurylink.net>
To: "Leigh Davis" <DavisLe@leoncountyfl.gov>
Date: 6/13/2014 1:00 AM
Subject: RE: RE: Miccosukee Little League/Miccosukee Youth Programs @Miccosukee Park
CC: <gentryg@gdls.com>, "Tony Park" <ParkT@leoncountyfl.gov>, "Dean Richa..."

The McElroy family along with our current board are intending to make a large commitment and investment to this memorial. There has been quite a bit of discussion surrounding the memorial between the board and the McElroy family and we want to make sure that the vision we have for this becomes a reality. It was brought to our attention by others, as well as yourself at one of our meetings that ultimately, this would require approval from the commissioners along with the renaming of the field. My objective is to make sure that this goal is accomplished. It sounds like we should probably speak in the next few days so that I can explain to you what we are envisioning this memorial to be. We have a very tasteful design in mind to honor Trent that I think anyone would be proud to have at the park. I have spoken with the owner of Awards4U. They are the company that does a majority of the plaques, memorials, etc...on FSU's campus. They have given some great design ideas that we are intending to use.

Kristi

The Heart of a Warrior Memorial in Honor of Trenton J. McElroy



An absence was felt in our park in the 2014 Season that was not only visible, but felt deeply by those who played there. In 2011, our little league park was blessed to become the home field to quite possibly the bravest boy any of us have ever known, Trent McElroy. In 2010, Trent was diagnosed with a rare form of cancer, rhabdomyosarcoma (RMS). It was then at the age of 6, Trent began the fight of his life. We could not have known the impact this amazing child would have on all of us. While undergoing multiple rounds of chemotherapy, radiation, and surgeries, Trent maintained the life of a normal boy who LOVED the game of baseball. Trent never failed to amaze us all, and in his final season of baseball he played on TWO Miccosukee teams. He could often be seen running from a "Rangers" game as he changed his jersey in route

to his second game of the day as one of the "Rays". Through his actions and his attitude, Trent became a shining example of sportsmanship, courage, and perseverance. On November 13, 2013, Trent lost his battle with cancer. He is survived by his sister Chloe, along with his mother Leigh Anne and father Steve.

As the board began preparing for the 2014 little league season, we focused our attention on what we hoped to teach the players who would participate in our league. We all agreed that it was critical to teach strong fundamentals, technique, and game strategy that would allow our players to be competitive with other leagues in the county. We also agreed that it was equally important to promote the right attitude and good sportsmanship among our players. One of the McElroy Family's wishes is that Trent would never be forgotten. It was then that we knew how best to honor Trent, with "The Heart of a Warrior" Award. For anyone who knew Trent, one thing was for certain....He had the heart of a warrior! During the 2013 season, our park adopted the mascot of the warrior with the mantra, "Feel the Fight" inspired by Trent.

Beginning this last 2014 season, one player from each Machine Pitch, Minors, and Majors teams were nominated by their team manager as having exhibited outstanding sportsmanship, courage, and perseverance. From those nominations, one player was honored as that year's recipient of "The Heart of a Warrior" Award. The winner was Garrett Copelin.

Upon completion of our park renovation, we are requesting authorization for this memorial to be placed as the centerpiece of our park, aptly named "The Heart of a Warrior" Memorial in Honor of Trenton J. McElroy. Each year, the new winning recipient will have the distinct honor of having their name added to the memorial in the form of an engraved name plate. In this way, Miccosukee Little League will continue to honor Trent, keeping his memory alive along with everything this brave and courageous child stood for.



**Leon County
Board of County Commissioners**

Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator
Herbert W. A. Thiele, County Attorney

Title: Approval of Royalty Distribution Agreement Between Thomas Paul Brantley, Joseph Colson Harvey and Leon County, Florida

County Administrator Review and Approval:	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Alan Rosenzweig, Deputy County Administrator

Fiscal Impact:

This item has a fiscal impact to the County. Should the invention to which a patent has been applied for by the County be licensed and marketed by a third party, the County shall distribute royalties to the inventors in an amount set by the proposed Royalty Agreement.

Staff Recommendation:

Option #1: Approve the Royalty Distribution Agreement between Thomas Paul Brantley, Joseph Colson Harvey, and Leon County, Florida (Attachment #1), and authorize the Chairman to execute same.

Report and Discussion

Background:

In or about March 2011, the County was advised that the Director for the Division of Facilities Management & Construction, Thomas Paul Brantley, had created an invention “Method, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation.” Mr. Brantley had also had two full-scale prototypes built and donated by a local company which the County does business with for further testing and evaluation. This company expressed an interest in licensing and marketing the finished product for public sale should said invention be granted a patent.

After further discussions with County Administration, regarding the possibility of the County making application for the patent and the costs associated with same, the County Attorney’s Office was directed to retain a patent attorney and begin the patent application process.

In May 2011, the County Attorney’s Office contacted a patent attorney, Nora Tocups, and discussed the possibility of pursuing a patent application for the County for the invention by Messrs. Brantley and Harvey. On August 20, 2011, the County retained Ms. Tocups and began moving forward with the lengthy patent process.

On March 15, 2013, a provisional patent was filed with the U. S. Patent and Trademark Office and was assigned a U.S. Patent Application Serial No. 61/802,012. On March 14, 2014, the Master Patent Application was filed with the U.S. Patent & Trademark Office and was assigned Serial No. 14/214,272 (Attachment #2).

With the Master Patent Application being filed securing the impending patent of the Method, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation in favor of Leon County, the negotiation and drafting of a Royalty Distribution Agreement was the next step in the process in order for the inventors/employees to be provided a financial interest in anticipation of the County’s future marketing and licensing opportunities for sale of the rainwater cistern to the public.

The County Attorney’s Office, in conjunction with outside counsel, has drafted a proposed Royalty Distribution Agreement that would grant certain royalties due to the inventors/employees, Thomas Paul Brantley and Joseph Colson Harvey.

Analysis:

The County employees involved in the impending patented invention will execute a document assigning all of their right, title and interest in the invention to Leon County. Said Assignment will be executed contemporaneously with the proposed Royalty Distribution Agreement. However, in exchange for the assignment of the patent rights, the County has agreed to share the potential proceeds from the sale of the device with the employees by way of royalty distributions. As royalties for the sale of device are received, the County will be entitled to 65% and the employees will receive 35% under the proposed Royalty Distribution Agreement. These terms and conditions are reflected in the proposed Royalty Distribution Agreement.

Options:

1. Approve the Royalty Distribution Agreement between Thomas Paul Brantley, Joseph Colson Harvey and Leon County (Attachment #1), and authorize the Chairman to execute same.
2. Do not approve the Royalty Distribution Agreement between Thomas Paul Brantley, Joseph Colson Harvey and Leon County.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Royalty Distribution Agreement
2. Master Patent Application

HWAT:ea

ROYALTY DISTRIBUTION AGREEMENT

THIS ROYALTY DISTRIBUTION AGREEMENT (“Agreement”), is made and entered into between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (hereinafter called “County”) and THOMAS PAUL BRANTLEY, residing at 3213 North Shannon Lakes Drive, Tallahassee, FL 32309, and JOSEPH COLSON HARVEY, residing at 2549 Seabs Road, Tallahassee, FL 32310 (hereinafter called “INVENTORS”).

WITNESSETH:

WHEREAS, the INVENTORS are employees of the COUNTY and as part of their employment duties have created an invention to which the COUNTY is interested in owning and utilizing;

WHEREAS, INVENTORS have executed a document assigning COUNTY their entire rights, title and interest in and to the invention entitled “Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation,” for which an application for Unites States patent dated March 14, 2014, Application Serial Number 14/214,272 has been made (hereinafter, the “INVENTION”);

WHEREAS, the COUNTY and the INVENTORS wish to enter into an Agreement governing the distribution of any income that may arise from the commercial exploitation of the INVENTION;

NOW THEREFORE, in consideration of the mutual promises set forth, the parties agree, as follows:

1. **Definition.**

For purposes of this Agreement, “Royalty” shall be defined as the gross proceeds, actually received by COUNTY, derived from the licensing of the right to make, use, or sell the

INVENTION; provided, however, that any such proceeds derived from research activities related to the INVENTION shall not be within the definition of Royalty.

2. **Statement of Non-Infringement.**

The INVENTORS state that, to the best of their knowledge, the INVENTION does not infringe any existing patent or any other legal right of any third party. INVENTORS agree that in the event COUNTY incurs any cost, expense, or damage as a result of a third party infringement claim, COUNTY'S obligation to distribute Royalties to INVENTORS shall be suspended until such time as COUNTY has recovered all such costs, expenses, or damages incurred.

3. **Royalty Distribution.**

Subject to the limitations of paragraph 2, Royalties shall be distributed as follows:

COUNTY: 65%

INVENTORS: 35%

4. **General.**

A. This Agreement shall take effect upon the latest date that a party hereto signs this Agreement, and shall continue in force until terminated by the mutual agreement of all parties hereto.

B. No amendment to this Agreement shall be effective unless it is in writing and signed by all parties hereto.

C. This Agreement constitutes the entire understanding between the parties concerning the INVENTION and supersedes all negotiations, preliminary agreements or understandings, either written or oral.

D. Should any portion of this Agreement be found invalid by a court of competent jurisdiction, the remaining terms and conditions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates that appear below.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

ATTESTED BY:

By: _____
Bob Inzer
Clerk of the Court

APPROVED AS TO FORM:

By: _____
Herbert W. A. Thiele, Esquire
County Attorney

INVENTOR:

Thomas Brantley

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by THOMAS BRANTLEY, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name
My commission expires:

INVENTOR:

Joseph Harvey

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by JOSEPH HARVEY, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name

My commission expires:

Application Data Sheet 37 CFR 1.76		Attorney Docket Number	Leon
		Application Number	
Title of Invention	Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation		
<p>The application data sheet is part of the provisional or nonprovisional application for which it is being submitted. The following form contains the bibliographic data arranged in a format specified by the United States Patent and Trademark Office as outlined in 37 CFR 1.76. This document may be completed electronically and submitted to the Office in electronic format using the Electronic Filing System (EFS) or the document may be printed and included in a paper filed application.</p>			

Secrecy Order 37 CFR 5.2

Portions or all of the application associated with this Application Data Sheet may fall under a Secrecy Order pursuant to 37 CFR 5.2(Paper filers only. Applications that fall under Secrecy Order may not be filed electronically.)

Inventor Information:

Inventor 1					<input type="button" value="Remove"/>
Legal Name					
Prefix	Given Name	Middle Name	Family Name	Suffix	
	Thomas	Paul	Brantley		
Residence Information (Select One) <input checked="" type="radio"/> US Residency <input type="radio"/> Non US Residency <input type="radio"/> Active US Military Service					
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Address 2					
City	Tallahassee	State/Province	FL		
Postal Code	32309	Country	i	US	
Inventor 2					<input type="button" value="Remove"/>
Legal Name					
Prefix	Given Name	Middle Name	Family Name	Suffix	
	Joseph	Colson	Harvey		
Residence Information (Select One) <input checked="" type="radio"/> US Residency <input type="radio"/> Non US Residency <input type="radio"/> Active US Military Service					
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Postal Code	32310	Country	i	US	
All Inventors Must Be Listed - Additional Inventor Information blocks may be generated within this form by selecting the Add button.					<input type="button" value="Add"/>

Correspondence Information:

Enter either Customer Number or complete the Correspondence Information section below.
For further information see 37 CFR 1.33(a).

Application Data Sheet 37 CFR 1.76		Attorney Docket Number	Leon
		Application Number	
Title of Invention	Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation		

An Address is being provided for the correspondence information of this application.

Customer Number	33939		
Email Address	ntocup@bellsouth.net	<input type="button" value="Add Email"/>	<input type="button" value="Remove Email"/>

Application Information:

Title of the Invention	Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation		
Attorney Docket Number	Leon	Small Entity Status Claimed	<input type="checkbox"/>
Application Type	Nonprovisional		
Subject Matter	Utility		
Total Number of Drawing Sheets (if any)	9	Suggested Figure for Publication (if any)	1

Filing By Reference

Only complete this section when filing an application by reference under 35 U.S.C. 111(c) and 37 CFR 1.57(a). Do not complete this section if application papers including a specification and any drawings are being filed. Any domestic benefit or foreign priority information must be provided in the appropriate section(s) below (i.e., "Domestic Benefit/National Stage Information" and "Foreign Priority Information").

For the purposes of a filing date under 37 CFR 1.53(b), the description and any drawings of the present application are replaced by this reference to the previously filed application, subject to conditions and requirements of 37 CFR 1.57(a).

Application number of the previously filed application	Filing date (YYYY-MM-DD)	Intellectual Property Authority or Country

Publication Information:

Request Early Publication (Fee required at time of Request 37 CFR 1.219)

Request Not to Publish. I hereby request that the attached application not be published under 35 U.S.C. 122(b) and certify that the invention disclosed in the attached application **has not and will not** be the subject of an application filed in another country, or under a multilateral international agreement, that requires publication at eighteen months after filing.

Representative Information:

Representative information should be provided for all practitioners having a power of attorney in the application. Providing this information in the Application Data Sheet does not constitute a power of attorney in the application (see 37 CFR 1.32). Either enter Customer Number or complete the Representative Name section below. If both sections are completed the customer Number will be used for the Representative Information during processing.

Please Select One:	<input checked="" type="radio"/> Customer Number	<input type="radio"/> US Patent Practitioner	<input type="radio"/> Limited Recognition (37 CFR 11.9)
Customer Number	33939		

Additional Representative Information blocks may be generated within this form by selecting the **Add** button.

Application Data Sheet 37 CFR 1.76		Attorney Docket Number	Leon
		Application Number	
Title of Invention	Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation		

Domestic Benefit/National Stage Information:

This section allows for the applicant to either claim benefit under 35 U.S.C. 119(e), 120, 121, or 365(c) or indicate National Stage entry from a PCT application. Providing this information in the application data sheet constitutes the specific reference required by 35 U.S.C. 119(e) or 120, and 37 CFR 1.78.

Prior Application Status	Pending	<input type="button" value="Remove"/>	
Application Number	Continuity Type	Prior Application Number	Filing Date (YYYY-MM-DD)
	Claims benefit of provisional	61/802,012	2013-03-15

Additional Domestic Benefit/National Stage Data may be generated within this form by selecting the **Add** button.

Foreign Priority Information:

This section allows for the applicant to claim priority to a foreign application. Providing this information in the application data sheet constitutes the claim for priority as required by 35 U.S.C. 119(b) and 37 CFR 1.55(d). When priority is claimed to a foreign application that is eligible for retrieval under the priority document exchange program (PDX) the information will be used by the Office to automatically attempt retrieval pursuant to 37 CFR 1.55(h)(1) and (2). Under the PDX program, applicant bears the ultimate responsibility for ensuring that a copy of the foreign application is received by the Office from the participating foreign intellectual property office, or a certified copy of the foreign priority application is filed, within the time period specified in 37 CFR 1.55(g)(1).

<input type="button" value="Remove"/>			
Application Number	Country	Filing Date (YYYY-MM-DD)	Access Code (if applicable)

Additional Foreign Priority Data may be generated within this form by selecting the **Add** button.

Statement under 37 CFR 1.55 or 1.78 for AIA (First Inventor to File) Transition Applications

This application (1) claims priority to or the benefit of an application filed before March 16, 2013 and (2) also contains, or contained at any time, a claim to a claimed invention that has an effective filing date on or after March 16, 2013.

NOTE: By providing this statement under 37 CFR 1.55 or 1.78, this application, with a filing date on or after March 16, 2013, will be examined under the first inventor to file provisions of the AIA.

Authorization to Permit Access:

Authorization to Permit Access to the Instant Application by the Participating Offices

Application Data Sheet 37 CFR 1.76	Attorney Docket Number	Leon
	Application Number	
Title of Invention	Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation	

If checked, the undersigned hereby grants the USPTO authority to provide the European Patent Office (EPO), the Japan Patent Office (JPO), the Korean Intellectual Property Office (KIPO), the World Intellectual Property Office (WIPO), and any other intellectual property offices in which a foreign application claiming priority to the instant patent application is filed access to the instant patent application. See 37 CFR 1.14(c) and (h). This box should not be checked if the applicant does not wish the EPO, JPO, KIPO, WIPO, or other intellectual property office in which a foreign application claiming priority to the instant patent application is filed to have access to the instant patent application.

In accordance with 37 CFR 1.14(h)(3), access will be provided to a copy of the instant patent application with respect to: 1) the instant patent application-as-filed; 2) any foreign application to which the instant patent application claims priority under 35 U.S.C. 119(a)-(d) if a copy of the foreign application that satisfies the certified copy requirement of 37 CFR 1.55 has been filed in the instant patent application; and 3) any U.S. application-as-filed from which benefit is sought in the instant patent application.

In accordance with 37 CFR 1.14(c), access may be provided to information concerning the date of filing this Authorization.

Applicant Information:

Providing assignment information in this section does not substitute for compliance with any requirement of part 3 of Title 37 of CFR to have an assignment recorded by the Office.

Applicant 1

If the applicant is the inventor (or the remaining joint inventor or inventors under 37 CFR 1.45), this section should not be completed. The information to be provided in this section is the name and address of the legal representative who is the applicant under 37 CFR 1.43; or the name and address of the assignee, person to whom the inventor is under an obligation to assign the invention, or person who otherwise shows sufficient proprietary interest in the matter who is the applicant under 37 CFR 1.46. If the applicant is an applicant under 37 CFR 1.46 (assignee, person to whom the inventor is obligated to assign, or person who otherwise shows sufficient proprietary interest) together with one or more joint inventors, then the joint inventor or inventors who are also the applicant should be identified in this section.

Clear

- Assignee
 Legal Representative under 35 U.S.C. 117
 Joint Inventor
 Person to whom the inventor is obligated to assign.
 Person who shows sufficient proprietary interest

If applicant is the legal representative, indicate the authority to file the patent application, the inventor is:

Name of the Deceased or Legally Incapacitated Inventor :

If the Applicant is an Organization check here.

Prefix	Given Name	Middle Name	Family Name	Suffix

Application Data Sheet 37 CFR 1.76	Attorney Docket Number	Leon
	Application Number	
Title of Invention	Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation	

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Email Address			
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Assignee Information including Non-Applicant Assignee Information:

Providing assignment information in this section does not substitute for compliance with any requirement of part 3 of Title 37 of CFR to have an assignment recorded by the Office.

Assignee 1			
Complete this section if assignee information, including non-applicant assignee information, is desired to be included on the patent application publication. An assignee-applicant identified in the "Applicant Information" section will appear on the patent application publication as an applicant. For an assignee-applicant, complete this section only if identification as an assignee is also desired on the patent application publication.			
If the Assignee or Non-Applicant Assignee is an Organization check here			<input checked="" type="checkbox"/>
Organization Name	Leon County, Florida		
Mailing Address Information For Assignee including Non-Applicant Assignee:			
Address 1	Board of Commissioners		
Address 2	301 South Monroe Street		
City	Tallahassee	State/Province	FL
Country i	US	Postal Code	32301
Phone Number		Fax Number	
Email Address			
Additional Assignee or Non-Applicant Assignee Data may be generated within this form by selecting the Add button.			

Application Data Sheet 37 CFR 1.76		Attorney Docket Number	Leon
		Application Number	
Title of Invention	Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation		

Signature:

NOTE: This form must be signed in accordance with 37 CFR 1.33. See 37 CFR 1.4 for signature requirements and certifications					
Signature	/Nora M. Tocups/				
First Name	Nora	Last Name	Tocups	Registration Number	35717
Additional Signature may be generated within this form by selecting the Add button.					

**METHODS, SYSTEMS, AND APPARATUS FOR RAINWATER HARVESTING
AND CISTERN STORAGE INTEGRATED WITH IRRIGATION**

Inventors:

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PATENTS

Title: *Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation*

Inventors: Thomas Paul Brantley and Joseph Colson Harvey

RELATED APPLICATION

This application claims priority to and the benefit of the prior filed co-pending and commonly owned provisional application entitled “*Methods, Systems, and Apparatus for Rainwater Harvesting and Cistern Storage Integrated with Irrigation*”, which was filed with the United States Patent and Trademark Office on March 15, 2013, assigned United States Patent Application Serial No. 61/802,012, and is incorporated herein by this reference.

FIELD OF THE INVENTION

The inventions relate to harvesting of rainwater, water conservation, water filtering, water storage, and water irrigation.

BACKGROUND

Water is precious. Water is especially precious when there is not enough of it such as in times of drought. To guard against water shortage, people have harvested water in various ways. One way has been to collect rainwater as it runs off the top of a building or other structure. The rainwater may be directed via gutters to downspouts, which deliver the water to storage devices.

A common storage device for rainwater harvested from a roof is a barrel located at ground level. The barrel usually receives the rainwater from the roof via one or more downspouts and stores the rainwater for use. There are several problems with rainwater barrel storage. First is size. A typical rain barrel has a capacity of about 55 gallons. To store more rainwater, a user has to have a bigger barrel. But a bigger barrel may have the same problem as the typical rain barrel. Harvested rainwater may exceed the bigger barrel's capacity. Another way to store more rainwater is to have more rain barrels. But more rain barrels mean more problems. For example, a system may be needed to fill the barrels with rainwater all at the same time, in sequence, and/or otherwise.

Another problem with rainwater barrel storage is filtration. Rainwater diverted off of a roof may contain undesirable particulates of various sizes. A typical rain barrel does not provide for filtration of the undesirable particulates.

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Inventors: Thomas Paul Brantley and Joseph Colson Harvey

Yet another problem with rainwater barrel storage is getting the water out of the barrel. A simple solution is to have a hose whose delivery end is lower in height than the accumulated water in the barrel. But this simple solution is not always feasible, especially when more than one rain barrel is used.

Most users who harvest rainwater in barrels in the United States generally do not rely entirely on what is stored in the barrels for water needs. The harvesting of rainwater, however, may become so prevalent that some users may come to rely on stored rainwater at least for irrigation needs. In the case of an extended dry spell, these users may need to switch to water from another source such as may be provided by a municipality or other government unit. The problem is that such a switch is not currently easily accommodated.

Accordingly, there is a need for devices, systems, and methods to harvest and store rainwater in such a manner as to accommodate various sized storage devices. There is a need for a varying range of filtration of the rainwater that is ultimately stored for future use. There is also a need for a way to move the filtered, stored rainwater to its use. Another need is a way to obtain other water resources when the filtered, stored rainwater is depleted.

SUMMARY

Generally stated, the invention relates to systems, methods, and apparatus for harvesting rainwater by collecting, filtering, and storing it, and making the filtered rainwater available for irrigation or other purposes.

Advantageously, the embodiments of the invention allow for the utilization of harvested rainwater for landscape irrigation and/or other purposes. The harvested rainwater may substitute (in whole or in part) for other water sources such as utility treated water with the caveat that the harvested rainwater is filtered, but is not potable. The substitution of the harvested rainwater for the water from another source obviously leads to savings in water and sewer bills.

Other advantages, however, are not so obvious, but may be considered important. Utility treated potable water carries a high energy/carbon footprint. Reducing the use of

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utility treated water results in energy conservation and benefits the environment. Another environmental protection aspect of the embodiments of the invention is that reduction in the use of utility treated water by substitution of the harvested rainwater protects the finite aquifer that is the source for the utility treated water.

Moreover, the harvesting of rainwater may alleviate problems associated with storm water runoff. For example, storm water holding ponds are often necessary to prevent flooding. Such ponds may be eliminated or reduced in number and/or size if rainwater is harvested. This advantage applies to other drainage infrastructure that may otherwise be necessary if storm water runoff is not harvested. In addition, eliminating or reducing storm water runoff by harvesting may avoid or reduce the pollution of streams, rivers, and lakes by the particulates in the storm water runoff.

Three possible embodiments of the invention are now summarized. Other embodiments, of course, are possible.

The first embodiment is used in connection with a system for harvesting rainwater from a roof of a structure located above ground. The system includes one or more gutters positioned with respect to the roof to receive the rainwater. The gutters may include screens provided to prevent leaves, limbs, other deleterious matter, etc., from entering and potentially clogging or blocking the gutters against flow. The one or more gutters are further positioned to deliver by gravity the rainwater to one or more downspouts. Each downspout has a top end connected to the one or more gutters to receive the rainwater from the one or more gutters.

Together with the system described in the previous paragraph, the first embodiment is a system for filtering the rainwater, storing it, and using it to irrigate. The first embodiment includes a collection pipe located below the one or more downspouts. The collection pipe may include more than one pipe such as a series of progressively sized pipes. Each of the one or more downspouts has a bottom end opposite its top end with the bottom end of the downspout connected to the collection pipe so the collection pipe receives the rainwater via gravity from the one or more downspouts. The collection pipe has a downward slope at least at one end towards a connective pipe to which the collection pipe makes a watertight connection so the collection pipe delivers the

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and Cistern Storage Integrated with Irrigation*

Inventors: Thomas Paul Brantley and Joseph Colson Harvey

rainwater via gravity to the connective pipe. The connective pipe also may be one or more pipes. The connective pipe has a downward slope from the collection pipe to a filter system to which the connective pipe makes a watertight connection so the connective pipe delivers the rainwater via gravity to the filter system.

In the first embodiment, the filter system is watertight and operational to filter debris from the rainwater runoff conveyed by the collection and connecting pipes such as debris that may still be present beyond pre-screening devices. The filter system may have watertight connections to piping. The piping delivers via watertight connection the filtered rainwater to a top opening in a storage tank, storage tanks, or bank or field of same.

Also in the first embodiment, the storage tank is watertight and has an outlet near or at its bottom. The outlet of the storage tank may be outfitted with a valve selectively operable by a controller to close the outlet to be watertight so as to store the filtered rainwater in the storage tank. The valve also may be selectively operable by the controller to open the outlet to release the filtered rainwater into a first end of an irrigation delivery piping system with which the outlet has a watertight connection.

Further, in the first embodiment, part of the connective pipe, part of the filter system, the whole storage tank, the pump, and at least part of the irrigation delivery piping system may be buried underground. If the storage tank is buried underground then hydrostatic flotation forces imposed by high ground waters may need to be taken into consideration. To negate these effects, the storage tank may be outfitted with a pressure relief valve, in lieu of structural anchors, to allow ground water to be filtered and to enter the tank until water levels and pressures are equalized. The storage tank includes a vent pipe. The vent pipe has a watertight connection at one end to an opening in the top of the underground storage tank providing access to the interior of the underground storage tank. The other end of the vent pipe is located above ground and has an opening to vent air from the interior of the underground storage tank to above ground.

Advantageously, the storage tank may be a tank at least previously intended for storing petroleum products. For example, the storage tank may be a cleaned, re-proofed and retrofitted single (or double) wall storage tank.

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Continuing with the first embodiment, the controller may be communicatively connected to a valve or valves and to a pump or pumps on the outlet of the storage tank. The controller may be selectively operable to cause the valve(s) to open, to activate the pump(s), to cause the valve(s) to close, and to deactivate the pump(s).

Now referring to the irrigation delivery piping system of the first embodiment, the irrigation delivery piping system has a watertight connection at its second end to at least an irrigation system. The pump is operable with the irrigation delivery piping system when the pump is activated to pump the filtered rainwater through the irrigation delivery piping system from the outlet of the storage tank to the irrigation system.

In addition, the first embodiment may include a cut-off valve connected to the irrigation delivery piping system between the outlet of the storage tank and the pump. The cut-off valve may be selectively manually operable to block flow of the filtered rainwater in the irrigation delivery piping system before the filtered rainwater reaches the pump.

The first embodiment may include a hydropneumatic water tank connected to the irrigation delivery piping system. The hydropneumatic water tank may be operable to deliver the filtered rainwater in a preset pressure range to the irrigation system. Depending upon hydropneumatic tank (HT) and piping size and pressurization and capacity requirements, an auxiliary air compressor may be used to keep the air bladder in HT sufficiently charged.

Also, the first embodiment may include a centrifugal filter that acts as a hydrodynamic separator connected to the irrigation delivery piping system. The centrifugal filter may be used to filter particulates from the filtered rainwater prior to delivery of the filtered rainwater to the irrigation system.

The first embodiment may include additional in-line micro-filters, or polishing filters, as required for the further purification of the filtered rainwater for delivery to mist irrigation or drip irrigation devices used in the irrigation system.

Additionally, the first embodiment may include a piping connection. It is connected at one end to the irrigation system and connected at its other end to a water supply source. A water supply source (WSS) valve is connected between the piping

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connection and the water supply source. The WSS valve may be selectively operable to close the piping connection to be watertight so as to block water from the water supply source. The WSS valve also may be selectively operable to open the piping connection to allow the water from the water supply source to flow through the piping connection to the irrigation system. The controller may be communicatively connected to the WSS valve to selectively cause the WSS valve to open, or to cause the WSS valve to close. This first embodiment also may include a back flow preventer for preventing the filtered rainwater from entering the water supply source.

The first embodiment also may include a float switch disposed inside the storage tank and communicatively connected to the controller. The float switch may be operable to provide an indication to the controller when the storage tank is empty of the filtered rainwater. The controller may respond to the indication from the float switch that the storage tank is empty of the filtered rainwater. The controller may respond by causing the WSS valve to open to allow the water from the water supply source to flow through the piping connection to the irrigation system. There may be a check valve between the irrigation delivery piping system and the irrigation system for blocking the water from the water supply source.

A second embodiment of the invention is a system for filtering harvested rainwater, storing it, and delivering it to an irrigation system. This embodiment provides a ground excavation having a substantially flat bottom. The excavation is big enough to contain a storage tank. Bedding material is disposed on top of the bottom of the excavation. The storage tank is positioned in the excavation on the bedding material. Backfill is used to fill the excavation to bury the storage tank. The storage tank has at least a vent pipe that reaches above ground.

The second embodiment also includes a filter system for filtering debris from harvested rainwater delivered to the filter system. The filter system may be connected to the storage tank to deliver the filtered harvested rainwater to the storage tank or to divert excess flows than the available storage capacities of the storage tanks allow, safely to other surface water conveyance systems. The storage tank may be connected to a delivery system for delivering the filtered harvested rainwater to the irrigation system.

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The delivery system may be responsive to a signal to cause the storage tank to release the filtered harvested rainwater and to affect delivery of the filtered harvested rainwater to the irrigation system.

A third embodiment of the invention is a system for using stored rainwater for irrigation in an irrigation system. Advantageously, if there is no stored rainwater, the irrigation system of this third embodiment is connected to a water source for water to use for the irrigation.

The third embodiment provides a valve positioned between the water source and the irrigation system. The valve is closed to block the water from the water source from the irrigation system. The valve is responsive to an open signal from a controller to open to allow the use of the water from the water source for the irrigation by the irrigation system.

The third embodiment provides a storage system for storing the rainwater. The storage system may be an underground storage tank formerly used for storing gasoline and having an air vent to the surface. The storage system includes an empty indicator that sends an empty indication to the controller if the storage system is substantially empty of the stored rainwater. The empty indicator may be a float switch in the storage tank.

When the controller receives a turn-on irrigation instruction, in the third embodiment, the controller checks for an empty indication. If the controller fails to find the empty indication, the controller causes a distribution system to transport the stored rainwater from the storage system for delivery to the irrigation system. If the controller finds the empty indication, the controller sends the open signal to the valve to allow the use of the water from the water source for the irrigation by the irrigation system.

In the third embodiment, the distribution system may include a filter. It may filter debris from the stored rainwater prior to the delivery of the rainwater to the irrigation system. The distribution system also may include a check valve between the irrigation system and the distribution system to prevent the water from the water supply from entering the distribution system. Further, the distribution system may include a pump and a hydropneumatic water tank.

Other features and advantages of the invention may be more clearly understood and appreciated from a review of the following detailed description and by reference to the appended drawings and claims.

BRIEF DESCRIPTION OF THE DRAWINGS

Figure 1 is an illustration of an overview of an exemplary embodiment of the invention.

Figure 2a is a side view of an exemplary storage tank as may be used in an embodiment of the invention.

Figure 2b is a perspective exploded view of the exemplary storage tank of Figure 2a.

Figure 3 is a side underground back view of elements of the exemplary embodiment of Figure 1 and a block diagram representation of above ground elements of the exemplary embodiment of Figure 1.

Figure 4 is top view of a micro-contouring plan of a roof of a structure as may be used with an embodiment of the invention.

Figure 5 is a top perspective view an exemplary filter system as may be used with an embodiment of the invention.

Figure 6 is a front perspective view of an exemplary filter as may be used in the exemplary filter system shown in Figure 5.

Figure 7 is a side perspective view of an exemplary filter system as may be used with an embodiment of the invention.

Figure 8 is a top view of the layout of an exemplary embodiment of the invention incorporating two pairs of storage tanks.

Figure 9 is a flow diagram providing an example of the logic that may be employed by a controller in operation of an exemplary embodiment of the invention.

DETAILED DESCRIPTION

The invention is described herein at least in sufficient detail for a person skilled in the art to make or use the invention without undue experimentation. The invention is

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Inventors: Thomas Paul Brantley and Joseph Colson Harvey

described by reference to exemplary embodiments including apparatuses, systems, and methods. The invention, however, should not be limited to the embodiments described herein, but may also cover other embodiments (not specifically described or shown herein) that may be implemented in accordance with the inventions.

Generally stated, embodiments of the invention may harvest rainwater by collecting and filtering it. The filtered rainwater may be stored (in whole or in part). The filtered rainwater may be transported from storage to a destination such as an irrigation system. If there is no filtered rainwater available from storage, then automatically in some embodiments, water from another water supply source may be provided to the irrigation system. A water supply source also may be referred to as a “water source”. Exemplary water supply sources include municipal water systems, commercial water systems, community owned water systems, interconnected cistern storage systems, etc.

For example, rainfall may be diverted from the roof of a structure through a system of gutters and downspouts to a piping system that may rely upon gravity to transport the rainwater to filtration and storage. The filtration may be progressive. The rainwater may be filtered via screens on the gutters and downspouts. A filter system may filter the rainwater. A hydrodynamic separator may filter especially small debris from the rainwater prior to its use as irrigation water. The degree of filtration may depend on the end use of the rainwater. For example, the rainwater destined for a fine sprinkler may need to be more filtered than rainwater destined for not so fine a sprinkler.

Embodiments of the invention may use a pump or other mechanism to deliver the filtered rainfall from storage to a site where the filtered rainfall may be used for any of myriad of purposes including irrigation.

The description herein refers to the harvesting of “rainwater 12 that hits a roof” of a structure. The invention does not necessarily contemplate collection of 100% of the rainwater 12 that lands on a roof because some of the rainwater 12 may be lost to evaporation, or for other reasons. Further, embodiments of the invention may be constructed to collect less than all of the rainwater 12 that hits a roof. For example, an embodiment of the invention may be implemented so that rainwater 12 hitting only one side of a roof is collected. Thus, the phrase “rainwater 12 that hits a roof” should be

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interpreted herein as applying to all or any portion of the rainwater 12 that falls upon a roof, unless otherwise noted.

Further, “rainwater 12” may also be referred to herein as “rain” or as “storm water”.

Figure 1 illustrates an overview of an exemplary embodiment 10 of the invention. Specifically, Figure 1 is a side perspective view of elements of the exemplary embodiment 10 in a possible environment. Figure 1 includes cut-away portions to show elements of the exemplary embodiment that are buried in whole or in part in the ground. After this overview, description and illustration of other embodiments and aspects of the invention follow below in connection with the other figures. Further, like numbers refer to like elements and actions across the figures. Moreover, the singular covers the plural and vice versa unless specifically noted.

As shown in Figure 1, rain 12 falls on the roof 14 of a structure 16. Only one structure is shown in Figure 1, but more may be used in other embodiments. This embodiment is constructed to collect as much rainwater 12 as possible from the rainwater 12 hitting the roof. Other embodiments may be configured to collect less rainwater 12 such as rainwater 12 from half of the roof. The principles of the invention as explained in connection with the example 10 of Figure 1 also apply to the other embodiments.

The rain 12 is diverted from the roof 14 to a system of gutters 18a, 18b. The gutters 18a, 18b may be equipped with screens or other mechanisms (not shown) to pre-screen items from or to filter the rainwater 12. The gutters 18a, 18b are connected respectively to downspouts. Only three downspouts are visible in Figure 1, but fewer or more may be used in other embodiments. The rain 12 flows from the downspouts 20a, 20b, 20c into a collection pipe 22 that is positioned to collect the rainfall from all of the downspouts. The entry points to the collection pipe 22 from the downspouts 20a, 20b, 20c may be equipped with screens or other mechanisms (not shown) to pre-screen or filter the rainwater 12.

If the downspouts surround the structure 16, the collection pipe 22 also may surround the structure 16 so as to collect rainwater 12 from all of the downspouts. In another embodiment, a collection pipe 22 may be provided to collect rain 12 from less

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than all of the downspouts of a structure. In that case, the collection pipe 22 need not necessarily surround the structure. Pipes above ground may either be unsecured or attached to the ground or the structure by pipe hangers, bands, stakes, etc.

In this example 10 of Figure 1, the collection pipe 22 is disposed below the downspouts 20a, 20b, 20c to receive rainwater 12, but above ground level 24. Another embodiment may include the collection pipe 22 disposed below ground or partially below ground. Still yet another embodiment may include interior drains of alternately shaped roofs with piped collection systems enclosed within the structure and passing out either above or below ground or in or combination thereof.

The collection pipe 22 may be made of polyvinyl chloride (PVC) and/or any appropriate material. The collection pipe may simply be an extension of the downspout horizontally until it intersects with other downspout connections. In the exemplary embodiment these extensions of collection pipe are about 4 to 6 inches nominal diameter. The collection pipe 22 may be referred to as a “sub-header”. In the exemplary embodiment, the collection pipe 22 is about 6 to 8 inches nominal diameter.

The collection pipe 22 is referred to herein in the singular, but that does not necessarily mean that only a single pipe is involved. More than one pipe and/or other elements may be included as part of the collection pipe 22. The singular term “collection pipe” refers to the function rather than to the number of pipes and/or other elements. This same nomenclature is used throughout this document with respect to other elements such as connective pipe 23, delivery piping 28, outlet pipe 32, and delivery pipe 28, etc., unless specifically noted otherwise.

The collection pipe 22 delivers the rainwater 12 to connective pipe 23. It may be made of polyvinyl chloride (PVC) and/or any appropriate material. At its connection to the collection pipe 22, the connective pipe 23 may be equipped with screens or other mechanisms (not shown) to filter the rainwater 12. In the exemplary embodiment 10, the connective pipe 23 is about twelve inches nominal diameter, but may vary in diameter along its length.

The collection pipe 22 may be sloped at one end and/or configured otherwise so that the rainwater 12 is delivered via gravity to the connective pipe 23. An alternate

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embodiment may use oversized piping to provide a hydraulic gradient therein, an inverted siphon, siphon jet, vacuum, vacuum pump, in-line pump, off-line pump apparatus, a pump or other device or system to deliver the rainwater 12 from the collection pipe 22 to the connective pipe 23.

Advantageously, existing gutters and downspouts of a building may be used in connection with an embodiment of the inventions, although new gutters and downspouts may also be used. The existing downspouts may be plumbed to PVC piping as the collection pipe and connective pipe. The PVC piping from gutters and downspouts may range in size from four inches to eight inches in diameter, and/or other sizes as appropriate to the configuration of the embodiment for the environment.

Where gravity is used to move the collected rainwater 12 in an embodiment of the invention, the PVC piping may be laid at the continuous slope of about 1/8 inch per foot of fall to insure positive flows, or at other combinations of slope and diameter as appropriate. The piping may be designed to conduct flows of anywhere between 0.05 to 0.17 cfs (in 4-inch size), 0.22 to 0.59 cfs (in 6-inch size), to 0.62 to 1.04 cfs (in 8-inch size) of collected rainwater 12, although other than the preferred embodiment pressurized or higher head systems may be used which conduct flows at higher levels. Preferably, the piping and other elements of an exemplary embodiment are engineered to accommodate flow rates of rainwater 12 that do not impair drainage of the roof of the structure.

In this embodiment 10, the end of the connective pipe 23 connected to the collection pipe 22 is higher in elevation than the other end of the connective pipe 23, which is connected to a filter system 26. The downward slope of the connective pipe 23 allows the rainwater 12 to flow from the collection pipe 22 through the connective pipe 23 to the filter system 26 without the need for pumping or other assistance. In other words, the connective pipe 23 provides an outfall of the rainwater 12 to filter system 26. The rainwater 12 is directed by gravity due to the respective slopes of the collection pipe 22 and the connective pipe 23 away from the structure 16 towards the filter system 26. In this first embodiment, the connective pipe 23 is located partially above ground level 24 at its connection to the collection pipe 22, but then continues underground to its connection

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with the filter system 26. Other embodiments may vary. Moreover, other embodiments do not have to rely on gravity or not totally rely on gravity to deliver the rainwater 12 to the filter system 26, but may use a siphon, vacuum pump and/or other device or system.

Still referring to Figure 1, at its exterior connection to the connective pipe 23, the filter system 26 may be equipped with screens and/or other mechanisms (not shown) to filter the rainwater 12. In this embodiment 10, the filter system 26 is positioned with its top 27 at or just below ground level. The remainder of the filter system 26 is positioned below ground level including the exterior connection of the filter system 26 to the connective pipe 23 on one side of the filter system 26 and the connection of the filter system 26 to the delivery piping 28 on the other side of the filter system 26. The filter system 26 may be configured to be rated as 0.05 to 0.17 cfs (in 4-inch size), 0.22 to 0.59 cfs (in 6-inch size), to 0.62 to 1.04 cfs (in 8-inch size). The filter system is watertight.

Advantageously, the position of the top 27 of the filter system 26 at ground level allows users to access the filter system 26. For example, a top that is at ground level may cover an exemplary filter system. A user may open the top of the filter system 26 to remove debris accumulated by the one or more filters inside the filter system 26. See discussion associated with Figures 4 – 6 for more details. Other embodiments may vary in terms of positioning of the filter system 26.

The exemplary filter system 26 includes an overflow pipe 57 that leads to an overflow pond 59, ditch, swale, stream, lake, river, etc. Advantageously, if the rainwater 12 it receives overwhelms the filter system 26, the rainwater 12 is diverted out of the filter system 26 into the overflow pipe 57 and then to the overflow pond 59. In this manner, the exemplary embodiment 10 may prevent rainwater 12 backup on the roof 14 of the structure 16, the gutters 18a, 18b and the downspouts 20a, 20b 20c, etc. Instead of backing up, the extra rainwater 12 is diverted to the overflow pipe 57 and thus to the overflow pond 59.

After the rainwater 12 passes into the filter system 26, it carries out its eponymous function before the rainwater 12 is delivered via delivery piping 28 to a storage system such as storage tanks 30a, 30b in this embodiment. Other embodiments may vary. The connection between the filter system 26 and the delivery piping 28 is watertight. Again,

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in this embodiment 10, the rainwater 12 is delivered from the filter system 26 to storage tanks 30a, 30b via gravity because the inlet to delivery piping 28 is higher than its outlet to the storage tanks 30a, 30b. Other embodiments may vary in having a pump, and/or other device or system in delivering the rainwater 12 from the filter system 26 to the storage tanks 30a, 30b. Delivery piping 28 is buried underground, but above the storage tanks 30a, 30b. Advantageously, the delivery piping 28 is configured so that the rainwater 12 is delivered from the filter system 26 at about the same rate to each of the openings or inlets 21a, 21b of storage tanks 30a, 30b. In particular, in this embodiment, the configuration that delivers about the same amount of rainwater 12 to the storage tanks 30a, 30b is delivery piping 28 that includes storage tank delivery piping 37a, 37b of about the same diameter and length to each of the two storage tanks 30a, 30b.

More particularly described, in the exemplary embodiment shown in Figure 1, at least part of the delivery piping 28 receiving the rainwater 12 from the filter system 26 is positioned below the filter system 26 so the delivery piping 28 may receive the rainwater 12 from the filter system 26 via gravity. The first part 29a of delivery piping 28 runs generally horizontally and parallel with the bottom of the filter system 26. The first part 29a is connected to a substantially vertical extension 29b of the delivery piping 28. The vertical extension 29b connects to the midpoint of a substantially horizontal part 37a, 37b of the delivery piping 28. Horizontal part 37a, 37b connects at its respective ends to inlets in or substantially near the top of each of the storage tanks 30a, 30b. Thus, the rainfall enters the storage tanks 30a, 30b at about the same rate and volume out of the respective ends of the horizontal parts 37a, 37b. In other words, the delivery piping 28 is configured so that the storage tanks 30a, 30b fill about at the same rate so that the amount in each of the tanks 30a, 30b is about the same. Other embodiments may use different or additional processes and mechanisms for substantially ensuring that the water flows into each of the storage tanks with which the filter system 26 is associated at about the same rate and volume. Alternatively, another embodiment may first add rainwater 12 to one tank and then the other(s), or add rainwater 12 to multiple tanks in other ways.

An optional feature of this exemplary embodiment 10 is the inclusion of cutoff-valves 43a-b disposed on respective storage tank delivery piping elements 37a, 37b. The

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cutoff-valves 43a-b may be controlled from ground level by cutoff-valve valve stem assemblies (not shown in Figure 1) (also referred herein as connectors). The cutoff-valves 43a-b allow the storage tank delivery piping elements 37a, 37b to be closed so that no rainwater 12 may enter the storage tanks 30a, 30b. Both cutoff-valves 43a-b do not need to be operated at the same time. For example, cutoff-valve 43a may be open while cutoff-valve 43b is left closed. In the latter case, the amount of rainwater 12 in the two storage tanks 30a, 30b is likely to vary because one of the cutoff-valve 43a allows for rainwater 12 to flow to its storage tank 30a, while the other cutoff-valve 43b does not.

In this embodiment 10 of Figure 1, the storage tanks 30a, 30b are positioned in an excavation 31 of ground that is shaped generally as a rectangular box and that has a substantially flat bottom. The ground excavation 31 is big enough to contain at least the two storage tanks 30a, 30b and the delivery piping 28. In the example 10, the excavation 31 is about 40 feet x 50 feet with a depth of about 11 feet. The sidewalls of the excavation may be stepped to comply with Occupational Safety and Health Administration (OSHA) of the United States federal government safety standards to maintain worker safety.

In the embodiment 10 shown in Figure 1, the environment for burial of the storage tanks 30a, 30b is taken into consideration. For example, the ground water table conditions are taken into account with respect to the buoyancy and flotation aspects of the storage tanks 30a, 30b. These tank buoyancy and flotation calculations for the embodiment 10 of Figure 1 reveal that the soil burying the storage tanks 30a, 30b is sufficient ballast to counteract possible buoyancy or flotation effects. An initial 1,000 to 2,000 gallons of water may be introduced into each storage tank 30a, 30b for ballasting. Alternative embodiments, however, may require that straps and anchors anchor the storage tanks.

An alternate embodiment in high ground water conditions where flotation and buoyancy are concerns, may involve drilling the bottoms of storage tanks to pre-determined size for installation of anti-flotation pressure relief valves in a sufficient quantity and arrangement to pass ground water into the storage tanks in order to ballast the storage tanks against vertical movement by the hydrostatic pressure. Still yet another

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embodiment is to structurally anchor the tank with steel, concrete, or wooden materials including dead-men, straps, anchors, cables, etc.

Besides the excavation 31 of ground, there is a further excavation in the form of a hole 73 that is dug below the level of the excavation 31 to accommodate the pump 58 described below.

Bedding material 33, in this case, clean granular material (sand), is disposed on top of the bottom of the excavation 31. The bedding material 33 in exemplary embodiment 10 amounts to about a foot in depth. The bedding material 33 may be made deep enough to reach the spring line of each tank.

The exemplary embodiment 10 of Figure 1 shows two underground storage tanks 30a, 30b. The invention, however, should not be limited in the number or location of storage tanks. For example, another embodiment may include only a single tank and that tank may be positioned above ground, including of alternate shapes and orientation. As another example, another embodiment may include two sets of two storage tanks.

The exemplary two storage tanks 30a, 30b are positioned on the bedding material 33 in the excavation 31. In this example 10, the two storage tanks 30a, 30b are of the same substantially cylindrical size and shape, but do not have to be in all embodiments of the invention. The storage tanks 30a, 30b are spaced apart from each other in a substantially parallel side-by-side configuration along their respective lengths so that the respective ends of the two storage tanks 30a, 30b are generally in the same vertical plane.

An embodiment of the inventions constructed by the inventors used former underground fiberglass gasoline single wall tanks manufactured by Xerxes Corporation, a subsidiary of ZCL Composites, Inc., 7901 Xerxes Avenue S, Minneapolis, MN, USA, 55431. The website of Xerxes Corporation (www.xerxes.com) contains a library of information about their products including information about installation. For information relating to the installation of water storage tanks, see *Roof-Reliant Landscaping, Rainwater 12 Harvesting with Cistern Systems in New Mexico*, Nate Downey, Author, New Mexico Office of the State Engineer, www.ose.state.nm.us, 2009.

A storage tank may be referred to herein as storage, tank, cistern, or storage system.

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Figure 2a is a side view of an exemplary single walled petroleum tank 11 such as may be used with the exemplary embodiment 10. A problem with the petroleum tank 11 for its use as a storage tank is that the petroleum tank 11 includes very small diameter piping and also included piping with pressure fittings. Changes are made to the petroleum tank 11 to convert it to a storage tank as appropriate to an exemplary embodiment 10 of the invention.

An exploded view of the exemplary tank 11 is shown in Figure 2b. To make use of the tank 11 in the exemplary embodiment 10, the tank 11 is cleaned and other changes made to it. The cleaning and other changes may be better accommodated by separation of the ends (also referred to as "tops") 13a, 13b of the tank 11 from the main body 15 of the tank 11. After cleaning and the other changes, the ends 13a, 13b and the main body 15 of the tank 11 are re-connected in a watertight manner. The changes that are made to tank 11 are such that allow the tank 11 to be used as a storage container for rainwater 12 used for irrigation. For example, the gasoline piping connections 17a-d, 19 on the tank 11 are closed. Cracks and other abrasions are repaired so the tank 11 is watertight. If the tank 11 includes a manhole 51 such as shown in Figure 2a, the manhole 51 may be made to be watertight or may be eliminated. Connections to the tank 11 for use as a storage tank are made watertight.

A drain port 53 is added as an inlet to a cutout performed at the top and one end of the tank 11. Another drain port 55 is added as an outlet to a cutout performed at the bottom and other end of the tank 11. With respect to each drain port 53, 55, a hole or opening is made in the tank 11 to accommodate the drain ports 53, 55. The holes in the exemplary embodiment 10 accommodate drain ports eight inches in nominal diameter. Each of the drain ports 53, 55 are configured for use with the fiberglass tank as follows: a pipe of about eight inches in diameter is formed from aluminum; and an activated fiberglass material is wrapped around the aluminum pipe in a fixed manner. The drain ports 53, 55 are affixed to the tank 11 in a watertight manner with the fiberglass of the drain ports 53, 55 making a sealed connection with the fiberglass of the tank 11. The additional fiberglass added to tank 11 around drain ports 53, 55 adds additionally reinforcement plate value to the modified tanks where cut-outs were removed. Other

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pipng, such as PVC piping, may be connected to the drain ports 53, 55 by watertight coupling.

The Xerxes tanks, as noted, are primarily single wall tanks, but other tank and wall thickness configurations may be used. The Xerxes tanks are about eight feet in diameter and thirty feet in length. Each Xerxes tank is capable of holding up to about 10,000 gallons of water.

Referring again to Figure 1, each of the two storage tanks 30a, 30b has at least a vent pipe 35a, 35b with a watertight connection at one end to an opening in the top of its storage tank 30a, 30b. Connection to the top of the storage tank 30a, 30b allows vent pipe 35a, 35b access to the interior of the storage tank 30a, 30b. The other end of each vent pipe 35a, 35b is positioned above the excavation 31 and above ground in open-air. The open-air end of each vent pipe 35a, 35b has an opening (not shown) to vent air from the interior of its respective storage tank 30a, 30b to the open-air. The air opening of the vent pipe 35a, 35b may be covered with a screen or other device to keep out debris or other material.

As noted, the rainwater 12 may be stored in the storage tanks 30a, 30b. Generally, the exemplary embodiment 10 stores about the same amount of curved wall 91 in each of its two storage tanks 30a, 30b. The same amount is stored because as noted above, the rainwater 12 is delivered to the storage tanks 30a, 30b at about the same rate by the delivery piping 28 from the filter system 26. Advantageously, the exemplary embodiment 10 has a delivery system 32 for providing the rainwater 12 to an irrigation system 38, which further affords communication of fluid flows between tanks and thereby equalizes storage capacity by gravitational effects.

As an optional embodiment, the storage tanks may be alternately relocated and reconfigured as integral elements of the structure served, including tanks mounted within structural elements, above or below floors, by formation of equivalent storage basins, chambers, caverns, or vaults as formed by the structural members themselves, etc.

Referring again to Figure 1, when irrigation with the stored rainwater 12 is to take place, the rainwater 12 exits the two storage tanks 30a, 30b at about the same rate of flow. The rainwater 12 is transported via a distribution system to the irrigation system.

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In this embodiment, the rainwater 12 is pumped through a distribution system that includes the irrigation delivery piping system 32 (shown only in part in Figure 1), and also through another filter 50 (not shown in Figure 1) and a hydropneumatic tank 52 (not shown in Figure 1) to the irrigation system 28. A hydropneumatic tank also may be referred to herein as a hydro tank. Further details about the filter and the hydropneumatic tank are provided below in connection with Figure 3. Figure 1 shows a shed 34, which in addition to its storage function, advantageously, may shield the elements within from ultraviolet light and heat created by sunlight. The shed 34 houses at least the filter 50 and hydropneumatic tank 52 in this embodiment. The shed therefore serves purpose of minimizing microbiological growth within the piping, opaques, translucent, transparent components. Other embodiments may vary.

More particularly, the rainwater 12 may pass out of the storage tanks 30a, 30b into the irrigation delivery piping system 32 of the distribution system. With the help of a pump 58, the rainwater 12 is pumped through the irrigation delivery piping system 32 to an irrigation system 38. In the preferred embodiment, an in-pipe vertical well pump is used as contained in recessed pipe wet well cavity, thereby allowing full depletion of each tank. Mechanisms other than a pump and/or in combination with a pump may be used to facilitate transport of the rainwater 12 from the storage tanks 30a, 30b to its destination. The rainwater 12 continues to be transported from its storage in storage tanks 30a, 30b to the irrigation system 38 so long as there is rainwater 12 in the storage tanks or until an operator terminates the delivery of the rainwater 12 to the irrigation system 38 by a signal to a controller 60 that may result in turning off the pump 58 (if that is an option), closing the valves on the outlets (not shown in Figure 1) of the storage tanks 30a, 30b (if that option is available), and/or otherwise.

Figure 1 also shows a check valve 45 on the irrigation delivery piping system 32 between the shed 34 and the irrigation system 38. The check valve 45 does not allow flow of water in the opposite direction from the irrigation system 38 to the irrigation delivery piping system 32. Thus, the check valve 45 precludes the filling of the storage tanks 30a, 30b by the water supply source 42. An alternate embodiment may consist of removing the check valve to allow communication of the tanks with the water supply

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source to afford increased certainty of available water storage in tanks at all times for irrigation purposes, including expected periods of drought.

The irrigation system 38 shown with the embodiment 10 of the invention in Figure 1 is a loop irrigation system having a main line 36 disposed in a generally rectangular shape. From the main line, sprinkler pipes 39a-d are disposed into the interior of the generally rectangular shaped layout created by the main line 36 of the irrigation system. The sprinkler pipes 39a-d connect respectively to sprinklers 41a-d also disposed within the interior of the main line 36. Each sprinkler pipe 39a, 39b, 39c, 39d may include a valve 40a-d to cut off water delivery to the sprinklers 41a-d.

Advantageously, the exemplary embodiment 10 provides for the situation when there is no rainwater 12 stored in the storage tanks 30a, 30b. In that case, water is supplied to the irrigation system 38 by a water supply source 42 such as a municipal water supply utility. A water supply source is also referred to as a “water source” or “water supply” herein. The water supply source 42 is connected to the irrigation system 38 by piping 44, which also may be referred to as “piping connection”. The piping 44 may include a back flow preventer 46 to prevent reverse flow of the water from the embodiment 10 to the water supply source 42. The embodiment 10 also includes a solenoid valve 48 on piping 44 that is closed when the irrigation system 38 is fed by rainwater 12 from the storage tanks 30a, 30b, and that is open when the irrigation system 38 is fed by the water supply source 42. The solenoid valve 48 also may be referred to as the “water supply source valve”, “valve”, or “inter-connect valve”. The solenoid valve 48 includes a connection 49 to controller 60 so that the controller may cause the solenoid valve 48 to open or to close. When the solenoid valve 48 is open to allow water from the water supply source 42 to be used for irrigation, the check valve 45 on the storage tank side of the irrigation system 38 is closed. By closing the check valve 45, the water from the water supply source 42 does not enter the exemplary embodiment, and in particular, does not fill the storage tanks 30a, 30b.

Advantageously, in the exemplary embodiment 10, a commercial irrigation water meter (not shown) is positioned with respect to the solenoid valve 48. The commercial irrigation water meter is separate from the exemplary embodiment’s conventional water

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meter. The commercial irrigation water meter keeps track of the water used by the irrigation system 38 from the water source. The cost for the water used by the irrigation system 38 is less than potable water supplied by the water source at least because sewage fees are not applied to the water; however, metering may also be a function of water utility in area applied, and some utilities may not differentiate between irrigation and consumption metering.

Figure 3 illustrates elements of the same exemplary embodiment 10 described above in connection with Figure 1 except that Figure 3 shows the rainwater 12 exit side of the storage tanks 30a, 30b and elements associated with delivery of the rainwater 12 from the storage tanks 30a, 30b to the irrigation system 38. In other words, Figure 3 shows the back of the storage tanks 30a, 30b.

Each of the storage tanks 30a, 30b includes a hole 62a-b for releasing the stored rainwater 12. The holes 62a-b are located on the bottom of their respective storage tanks 30a, 30b so that the rainwater 12 may be released via gravity through the holes 62a-b. In the exemplary embodiment 10, the holes 62a-b are each about 8 inches in diameter. Also, the holes 62a-b are positioned near one end of the storage tanks 30a, 30b while the inlets 21a, 21b to the storage tanks 30a, 30b are positioned on top and at the other ends from the holes 62a-b. Other embodiments may vary in placement of inlets, outlets, or both.

The holes 62a-b may include respective valves (not shown) to control the storage or release of the rainwater 12. The valves may be activated through a connection (not shown) that runs through the piping discussed below to a controller 60.

Outlets 64a-b are connected in a watertight fashion to each respective hole 62a-b. The outlets 64a-b compare to the drainpipe 55 discussed in connection with Figures 2a, 2b. The outlets 64a-b are about eight inches in diameter and are mitered and have a length of about 24 inches more or less.

The outlet 64a-b of each storage tank 30a, 30b includes a watertight connection to an outlet pipe 66a-b. Each outlet pipe 66a-b is about 8 inches in diameter and is about 24-36 inches long. Other configurations may vary.

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In this embodiment 10, the outlets 64a-b and outlet pipes 66a-b share a common longitudinal axis, and are disposed generally perpendicularly in a horizontal manner to the longitudinal axes of the storage tanks 30a, 30b. The outlet pipes 66a-b point towards each other. The outlet 64a from one tank 30a and its outlet pipe 66a may be referred to as an “arm” of piping. The outlet 64b from the other tank 30b and its outlet pipe 66b may be referred to as the other “arm” of piping. The overall size, shape, and length of outlet 64a and outlet pipe 66a are about the same as the overall size, shape, and length of outlet 64b and outlet pipe 66b. In other words, the piping arms are about the same. Given that the “arms” of the piping are about the same, the rainwater 12 exits the arms at about the same rate to irrigation delivery piping system 32, which is the following element in the process of delivering the rainwater 12 to the irrigation system.

Next is explained the manner in which the outlet pipes 66a-b connect to a pipe socket 71 housing a pump 58 and to irrigation delivery piping 75. These four elements (outlet pipes 66a-b, pipe socket 71 and irrigation delivery piping 75) are connected in a “plus sign” or “cross” shape 68 as is explained next.

Between the storage tanks 30a, 30b, a hole 73 is dug into the ground. The hole 73 is about halfway between each of the storage tanks 30a, 30b. The hole 73 is deep enough and wide enough to receive the pipe socket 71. In the exemplary embodiment 10, the hole 73 is about five feet deep. The pipe socket 71 may be a well casing pipe such as is used in residential water supply. A pump 58 is dropped into the pipe socket 71. The pump 58, in the exemplary embodiment 10, is about three feet long, which explains the need for the hole 73 to be more than three feet deep. Further, the pipe socket 71 preferably may be closed at its bottom as shown in Figure 3. The bottom of the pipe socket 71 may rest on or be supported by a footing in some embodiments.

The pipe socket 71 housing the pump 58 forms the lower vertical arm of the plus shaped intersection 68. The horizontal arms of the intersection 68 are formed by the outlet pipes 64a-b from the storage tanks 30a, 30b. The irrigation delivery piping 75 forms the top vertical arm of the “plus” or “cross” shaped piping intersection 68.

When the excavation 31 is filled in, a recess cavity 77, also referred to as “area”, around the irrigation delivery piping 75 is left open in the exemplary embodiment at least

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from the plus shaped intersection 68 to ground level 24. The recess cavity 77 is made large enough in the exemplary embodiment 10 to allow for removal of the pump 58 for service or replacement, or to clean the pipes, etc. The area recess cavity is capped 79 at ground level. The cap 79 may be removed, or opened to access the area 77. The cap 79 may be lockable.

The irrigation delivery piping 75 may deviate from its vertical position in the recess cavity 77 to run the pumped rainwater 12 through another filter 50, a hydro tank 52 as is explained further below. Embodiments may vary.

Reference now is again made to the plus shaped intersection 68. When the rainwater 12 is to be used for irrigation, the rainwater 12 leaves the storage tanks 30a, 30b via their respective holes 62a-b, outlets 64a-b, and outlet piping 66a-b, and flows to the “plus” shaped piping intersection 68. The rainwater 12 falls into the pipe socket 71. The pump 58 activates and powers the rainwater 12 into the irrigation delivery piping 75 of the irrigation delivery piping system 32 for ultimate delivery to the irrigation system 38.

In this embodiment, the pump is a Grundfos SP, Model Number 25s15-9, 230 VAC, 3-Phase submersible 1.5 horsepower (hp) vertical pump. It also may be referred to as a “submersible well pump”. In the exemplary embodiment, the pump has an air tight sealed motor with the pump. It is sized to work with the pair of 10,000 gallon storage tanks 30a, 30b so that the pump 58 moves the rainwater 12 along and hydro tank 52 (explained below) pressurizes the rainwater 12 to 35 – 85 psi.

The pump 58 may automatically activate when the rainwater 12 enters the “plus” shaped piping intersection 68, and in particular, enters the pipe socket 71 in which the pump 58 is disposed vertically. The pump 58 may stop automatically when rainwater 12 is not present in the pipe socket 71 housing the pump 58.

In an embodiment, the pump 58 may be activated or deactivated by a controller 60 through communication connection 70 shown in Figure 3. The communication connection 70 may run from the pump 58 through part of the irrigation delivery piping system 32 to the controller 60, which is located above ground. The communication connection 70 allows the controller 60 to turn on and to turn off the pump 58. The

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controller 60 may be mechanical, electrical, pneumatic, electronic and/or any configuration that allows the controller 60 to carry out appropriate control functions.

The exemplary pump 58 also may include an electrical connection (not shown in Figure 3) positioned similarly to the communication connection 70 to connect to a power source (not shown in Figure 3).

Advantageously, the positioning of the pump 58 with respect to the pipe 32 into which the rainwater 12 is moved from the storage tanks 30a, 30b obviates the need for more than one pump. For example, another embodiment may use a submersible pump inside a storage tank to assist the rainwater 12 in moving from the storage tank through piping to the irrigation system 38. In that case, however, a submersible pump would have to be disposed in each of the storage tanks used. In the exemplary embodiment shown in connection with Figure 3, only a single pump is used. Of course, additional pump(s) may be used with the embodiment described in connection with Figure 3. Moreover, placement of a pump in each of the storage tanks would reduce the capacity of the storage tank for rainwater 12.

There are other advantages to having pump 58 positioned outside the storage tanks 30a, 30b. With the pump 58 outside the storage tanks 30a, 30b, unlike the use of submersible pumps inside the storage tanks 30a, 30b, the storage tanks 30a, 30b may be run completely dry. All of the rainwater 12 may be used for irrigation.

Another embodiment of the pump location and configuration is available by conjoining the pump socket 71 to a tank outlet 64a-b or to a tank 30a, 30b directly, and thereby allowing the interior of tank to service same purpose as recess cavity 77, and repositioning delivery piping 75 to the top side of that tank. Under this alternate configuration only one tank of a multiple tank placement would need to be so modified, allowing the creation of a pre-manufactured "pump tank" versus other available "storage tanks". By further integrating the pump controller and float switch with pre-wired and pre-plumbed hydro tank and controls are installed on designated pump tank unit, such that a pre-manufactured "package unit" may therefore be available. The package unit may be commercially sized and rated by the storage capacity, high service pump flow volume, etc.

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The exemplary embodiment 10 provides a system for letting the controller 60 know when the storage tanks 30a, 30b are empty or dry and when the storage tanks 30a, 30b contain water. In the exemplary embodiment 10, one of the tanks includes an empty indicator. In this embodiment, the empty indicator is a float switch 61 inside the tank 30a. Other embodiments may vary. The float switch 61 is communicatively connected via connection 63 to the controller 60. As shown in Figure 3, the float switch is communicatively connected via connection 63 that runs from the float switch 61 out the hole 62a and outlet pipe 64a of the storage tank 30a. The connection continues to the controller 60 either through the area 77 or the irrigation delivery piping 75 from which the connection 63 exits to connect to the controller 60.

As its name implies, the float switch 61 floats on top of the water in the tank 30a. When the tank 30a is empty, the float switch 61 signals (via connection 63) the controller 60 when the tank 30a is empty. As noted with respect to the exemplary embodiment 10, the water levels in the two storage tanks 30a, 30b are about the same. So, when one tank 30a is empty, the other tank 30b is empty as well. Thus, only one float switch 61 informs the controller 60 that both storage tanks 30a, 30b are empty. Another embodiment, however, may use a float switch in each tank.

In the exemplary embodiment 10, if irrigation is to be carried out, the controller 60 responds to the empty signal from the float switch 61 by turning off the pump 58 and opening the solenoid valve 48 to the water supply source 42. The controller 60 causes the solenoid valve 48 by sending a signal to the solenoid valve. Thus, The result of opening the solenoid valve 48 is that water from the water supply source 42 provides the water for the irrigation system 38.

Reference is now made again to Figure 3 and elements of the exemplary embodiment 10 relating to the exit of the stored rainwater 12 from the storage tanks 30a, 30b. In particular, exemplary embodiment 10 includes two cutoff-valves 72a-b disposed respectively on the outlet piping 66a-b that carry the rainwater 12 from the outlets 64a-b of the storage tanks 30a, 30b. The cutoff-valves 72a-b connect to valve stem assemblies 74a-b, which are positioned respectively between the cutoff-valves 72a-b and ground level 24. The valve stem assemblies 74a-b also may be referred to herein as “valve

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stems” or “connectors”. A user may access the valve stem assemblies 74a-b at ground level and cause the cut-off valves 72a-b, respectively, to open or close. For example, a user may use a T-handled wrench to affect the closure of the valves 72a-b. When the cutoff-valves 72a-b are open, the rainwater 12 may be transported to its ultimate destination of the irrigation system 38. If the cut-off valves 72a-b are closed, however, the rainwater 12 is blocked from reaching the irrigation system 38. An embodiment of the invention may be configured to include the cut-off valves 72a-b with their respective valve connectors 74a-b, and not include the valves on the holes 62a-b of the storage tanks 30a, 30b.

An advantage of including the cutoff-valves 72a-b is in the case of failure of one or both of the storage tanks 30a, 30b. For example, assume storage tank 30a were cracked and failed and allowed unfiltered ground water to seep into it, or the filtered rainwater 12 to escape out. Cutoff-valve 72a may be closed to prohibit the transportation of the unfiltered ground water or the filtered rainwater 12 through the exemplary embodiment 10.

Once the rainwater 12 is pumped, it continues through the irrigation piping delivery system 32 until it reaches a filter 50, where the rainwater 12 is (again) filtered. The filter 50 may be located above ground such as in the shed 34 shown in Figure 1. In the exemplary embodiment 10, the filter 50 is a hydrodynamic centrifugal filter (also referred to as a hydrodynamic separator, grinder, grinding filter, polishing filter, or a super filter). The filter 50 may remove particulates of the debris that have not previously been filtered out of the rainwater 12. The filter 50 may filter particulates of about 70-90 microns. One or more progressive polishing filters also may be used or instead. This final filtering may remove even smaller particulates than the earlier filtering. As a result, the accumulation of debris, which could clog the irrigation system, may be avoided. Advantageously, the harvested filtered stored rainwater 12 may be used with micro-jet irrigation system spray heads because the filter functions are thorough enough to allow for such usage.

The exemplary embodiment 10 uses a SandMaster sand removal separator available from Lakos Separator and Filtration Solutions, www.lakos.com. The Lakos

website includes information on how to determine sizing of the separator as well as other information.

Referring again to Figure 3, after the stored rainwater 12 passes through the filter 50 on its way to the irrigation system 38, the stored rainwater 12 passes through a hydro tank 52, which may be referred to as a hydropneumatic water tank, well tank, or pressure tank. The hydro tank 52 may be located above ground such as in the shed 34 shown in Figure 1. Among the functions of the hydro tank 52 is to deliver the rainwater 12 in a preset pressure range of from 35-85 psi. Advantageously, the hydro tank may monitor or coordinate with the pump 58 and prevent it from turning on too often. Yet another function of the hydro tank 52 is that it may buffer or lower pressure surges, much like a power surge protector.

The exemplary embodiment 10 uses a WellXtrol hydro tank available from Amtrol Inc. Information on the WellXtrol hydro tank may be obtained from www.amtrol.com.

After passing through the hydro tank 52, the rainwater 12 continues on its path to the irrigation system 38 unless a cutoff valve 54 has been activated. In the exemplary embodiment 10, the cutoff valve 54 is located above ground level 24 (such as in shed 34 shown in Figure 1) so that it may be readily accessed for activation or de-activation. In the exemplary embodiment, the cutoff valve 54 is manually operated, but other embodiments may vary.

As a final element prior to delivery of the rainwater 12 to the irrigation system 38, the exemplary embodiment 10 includes a check valve 45. It may also be referred to as a clack valve, a non-return valve or a one-way valve. The check valve 45 is used to prevent water from flowing in reverse to what has been described in connection with the irrigation delivery system 32. For example, the check valve 45 does not allow water from the water supply source 42 to flow through to fill the storage tanks 30a, 30b.

Some of the embodiments of the invention mentioned above use only a single storage tank, but the single tank may range in size from very small to very large. Another embodiment may use two or more storage tanks as is explained below in connection with Figure 8. Again the sizes of the storage tanks may vary from very small to very large

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whether all of the tanks are of the same size in an embodiment, or whether the tanks in an embodiment vary between or among themselves.

If an embodiment includes more than one storage tank, then the embodiment also may need to include related elements to accommodate the inclusion of more than one storage tank. Similarly, the size of the storage tank(s) in an embodiment may require accommodation in size, shape and/or other features of related elements such as pipes. Thus, among the first actions to implementing an embodiment of the invention is to determine the number and size of storage tank(s) to use.

There are a number of factors to consider in determining the number of storage tanks to use in an embodiment. For example, the amount of rainfall in the geographic area may need to be taken into consideration. Another factor to take into consideration is the manner in which the rainfall is shed by a particular roof. In addition, the use to which the harvested water is to be put may need to be taken into consideration in selecting the size and number of storage tank(s) used in a particular embodiment of the invention.

Advantageously, an embodiment of the invention analyzes the characteristics of rainfall such as rate, quantity, and direction of rainfall on a particular roof. Other factors may be taken into account as well. This analysis is referred to as micro contouring. The information from the analysis may be used to determine the type, number, and size of elements that may be used as part of the particular embodiment to be implemented. For example, the analysis of rainfall on a particular roof may result in the decision to use more than one storage tank. The analysis also may provide information on other elements of the system including the length of gutter required, the number and placement of downspouts, the length of perimeter piping, collection piping, and connection piping, etc.

Figure 4 is a top view of a roof 65 of a building 67. Figure 4 also may be referred to as a micro-contouring plan of a roof. The double line 69 in Figure 4 indicates the perimeter of the roof 65. The solid lines within the roof perimeter 69 represent the various pitches of the roof 65. Arrows within respective pitches of the roof 65 indicate the direction of rainwater 12 diversion. In this example, the micro-contouring analysis applied to roof 65 results in a determination that four tanks deployed in pairs as served by

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two separate collection and connective pipe systems, filtration, storage and pumping elements are to be used in the water conservation system for this building 67.

In the example of Figure 4, the operator desires to keep the levels of stored water balanced across four storage tanks. In other words, the operator desires to keep the levels of stored water the same for all four tanks. To accomplish such balanced levels, the rainwater 12 may be diverted from the roof 65 in a balanced manner taking into consideration the micro-contouring analysis of the roof. A gutter system (not shown in Figure 4) is attached to the perimeter 69 of the roof 65. Downspouts are positioned with respect to the gutter system to accommodate the balanced distribution of the diverted rainfall to the four tanks. In Figure 4, the circles labeled with letters on the perimeter 69 of the roof 65 represent the inlets of the downspouts. Each downspout is connected at its opposite end to collection piping 76. In this example, the collection piping 76 runs around the perimeter 69 of the building 67. Thus, the collection piping 76 also may be referred to as perimeter piping 76.

In this example, the collection piping 76 is buried underground. The ends of the downspouts opposite the gutters are deployed underground to connect to the collection piping 76. It connects to connection piping (not shown in Figure 4) that slopes downwards from the collection piping 76 to the storage tanks and other elements of the embodiment (not shown in Figure 4). Thus, gravity facilitates the transport of the diverted rainwater 12 from the roof of the building towards the four storage tanks.

As noted in the previous paragraph, the operator in that example desires to keep the levels of stored water balanced across the four tanks. Having the same level of stored water in each of a system's tanks is not a requirement of the invention. In some cases, an operator may decide to have different levels between or among tanks. The operator may also desire tanks of different sizes, shapes, configurations, locations, etc., to be integrated into the design to provide varied responses to multiple requirements. It is further noted that so long as additional tank space over and above that initially provided remains available that the storage capacity of system is always readily expandable.

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As noted above, rainwater 12 is carried through collection pipe 22 and connective pipe 23 to filter system 26 in the exemplary embodiment 10. The filter system 26 may be any appropriate device or system that carries out its eponymous function of removing debris from the rainwater 12. The filter system 26 also may be referred to as the “filter”, the “blackbox”, the “smartbox”, or the “blackbox system” or the “smartbox system”. Many factors may have to be taken into account to determine the ultimate size of debris to be removed from the rainwater 12 by the filter system. The embodiments described herein may be able to remove debris of a size that allows the filtered rainwater 12 to be used with an irrigation system at least after it passes through filter system 26 and the filter 50. In circumstances where such fine filtering is unnecessary, the filter system may include fewer and/or different filters.

Figure 5 is a top interior perspective view of the exemplary filter system 26 of the exemplary embodiment 10. Figure 5 shows the filter system 26 with the top 27 removed. The filter system 26 includes a generally cube-shaped box 79 of dimensions of about 24” x 24” x 24”. Other embodiments may vary.

The cube-shaped box 79 includes four sidewalls 80, 82, 83, 95 and a bottom 94. Sidewalls 80, 82 are opposite to each other. Sidewalls 83, 95 are opposite to each other. Sidewalls 80, 82 are generally perpendicular to sidewalls 83, 95. Sidewall 80 may be referred to as the “entry sidewall” because the rainwater 12 enters through a hole in that sidewall 80. Sidewall 82 may be referred to as the “exit sidewall” because the filtered rainwater 12 exits through a hole 81 in that sidewall 80. Sidewall 83 may be referred to as the “overflow sidewall” because rainwater 12 overflow exits through a hole in sidewall 83.

The cube-shaped box 79 is made of shop-welded high-density polyethylene (HDPE) materials in the exemplary embodiment, but other embodiments may vary.

The cube-shaped box 79 is positioned in this embodiment in the ground with its top 27 (not shown in Figure 5) at ground level. Advantageously, access may be had to the interior of the filter system 26 from ground level by removing or opening the top 27 of the cube-shaped box 79. The top 27 (or cover) may be opened, closed, and locked, if desired by methods including flanged bolts and nuts, drilled and tapped plastic members

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making use of heli-coil inserts for mating threads to bolting hardware, use of hinges, pull handles, locking hasps, etc., as used alone or in combination.

Further, in this embodiment, the cube-shaped box 79 is positioned generally horizontally parallel to the ground level 24. In some embodiments, the cube-shaped box 79 may be tilted slightly downward from its connection to the connective pipe 23 to the delivery pipe 28 to facilitate the movement of the filtered rainwater 12 via gravity.

Rainwater 12 enters the filter system 26 from the connective pipe 23, which is connected in a watertight fit around a hole in the sidewall 80 of the cube-shaped box 79 of the filter system 26. In the exemplary embodiment 10, the connective pipe 23 is connected to a hole (not shown in Figure 5) in the sidewall 80 that is disposed in about the right one-third of the width of the sidewall 80 and at about the middle of the height of the sidewall 80. The hole is sized to accommodate the connective pipe 23. In this embodiment, the diameter of the hole is about 8 ¾ inches. With reference to the filter system 26, the connective pipe 23 also may be referred to as the “entry pipe”.

After being filtered, the rainwater 12 exits the filter system 26 on its way to be stored in the storage tanks 30a, 30b through a hole 81 in the exit sidewall 82 opposite to the entry sidewall 80. The hole 81 is connected in a watertight fit to the delivery piping 28 previously discussed in connection with Figure 1. The hole 81 is sized to fit the delivery piping 28. In the exemplary embodiment 10, the hole 81 is about 8 ¾ in diameter. Also in the exemplary embodiment 10, the hole 81 is disposed in about the right one-third of the width of the sidewall 82 and at about the middle of the height of the sidewall 82. With reference to the filter system 26, the delivery piping 28 also may be referred to as the “exit pipe”.

Advantageously, the filter system 26 may function more than just as a filter in the exemplary embodiment. Besides filtering the rainwater 12, the filter system 26 may act like a basin in collecting the rainwater 12 before it moves on. Thus, the filter system 26 may slow the velocity of the flow of the rainwater 12. Other features of the filter system 26 also may function to slow the velocity of the flow of the rainwater 12 as explained below.

In case the rainwater 12 overflows the filter system 26, such as in a very heavy downpour of rain, or when storage tanks become filled, some of the rainwater 12 may move out of the filter system 26 through the overflow pipe 57 and to an overflow pond 59. Other destinations for the overflow are possible. The overflow pipe 57 is located in a watertight connection to a sidewall 83 of the cube-shaped box 79 of the filter system 26. The sidewall 83 is substantially perpendicular to the sidewalls 80, 82. The overflow pipe 57 is connected to a hole 92 that is positioned substantially in the center of the sidewall 83. In the exemplary embodiment, the hole 92 is sized to fit the overflow pipe 57. In this example, the hole 92 has a diameter of about 8 $\frac{3}{4}$ inches.

Advantageously, the diversion of the rainwater 12 through the overflow pipe 57 also may slow the velocity of the flow of the rainwater 12 as it makes its way through the filter system 26.

The interior of the filter system 26 is divided into a filter side 87 and an overflow side 88 by a dividing wall 89. It extends from entry sidewall 80 to exit sidewall 82. The dividing wall 89 includes a first linear part 90 that is connected at one end to entry sidewall 80 and is connected at its other end to a second linear part 96 that is top-notched. In other words, the second part 96 of the dividing wall 89 is shorter than the first part 90 of the dividing wall 89. The second part 96 of the dividing wall 89 may be referred to as the short part 96. The second part 96 is connected at its end opposite to its connection to the first part 90 to the exit sidewall 82. The connections of the dividing wall 89 to entry sidewall 80, exit sidewall 82, and the inside bottom 94 of the filter box are watertight. The first part 90 and second part 96 may be integrally formed to form the dividing wall 89 or be otherwise constructed.

The dividing wall 89 is positioned to one side of the cube-shaped box's connection to the connection pipe 23. In the illustrated embodiment, the dividing wall 89 is to the left of the entry pipe 23 as viewed from the entry pipe 23. The first part 90 of the dividing wall 89 is substantially as tall or has a height substantially the same as the sidewalls of the cube-shaped box 79. The second part 96 of the dividing wall 89 is about half as tall as the first part 90 of the dividing wall 89. The second part 96 of the dividing wall 89 may be referred to herein as the short part 96 to distinguish it from the first part

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90 of the dividing wall 89, which may be referred to herein as the tall part 90. The dividing wall 89 is positioned inside the cube-shaped box 79 so that the dividing wall 89 is substantially parallel to the longitudinal axes of the entry and exit pipes 23, 28. In other words, the dividing wall 89 runs substantially parallel to the flow of the rainwater 12 between the entry and exit pipes 23, 28 through the cube-shaped box 79.

In length, the tall part 90 of the dividing wall 89 runs about two-thirds of the length of the sidewall 83, of the cube-shaped box 79 or about sixteen inches in this embodiment. Other embodiments may vary. The end of the tall part 90 of the dividing wall 89 that is closest to the connective (entry) pipe 23 is fixed into the same sidewall 80 as the entry pipe 23. As noted, the dividing wall 89 is positioned to one side of the opening for the connective (entry) pipe 23 so the end of the tall part 90 of the dividing wall 89 is so positioned with respect to the opening for the connective (entry) pipe 23. In the exemplary embodiment, this end of the tall part 90 of the dividing wall 89 is connected to the sidewall 80 in a substantially vertical line disposed at about two-thirds (or about 16 inches) of the width of the sidewall 80.

The other end of the tall part 90 of the dividing wall 89 connects to one end of the short part 96 of the dividing wall 89. The other end of the short part 96 of the dividing wall 89 is fixed into the same sidewall 82 as the exit pipe 28. In the exemplary embodiment, this end of the short part 96 of the dividing wall 89 is connected to the sidewall 82 in a substantially vertical line disposed at about one third (or about 12 inches) of the width of the sidewall 82. The dividing wall 89, and so the short part 96 of the dividing wall 89, is positioned to the left (as viewed from the inside of the cube-shaped box 79 looking towards the delivery pipe 28) of the opening 81 for the exit pipe 28.

Another wall 96 within the cube-shaped box 79 is now described. The wall 96 is disposed in a curve of about a quarter of a circle between the filter side 87 of the dividing wall 89 and exit sidewall 82. As is explained below, the bottom of the curved wall 96 is lower in the cube-shaped box 79 than the short part 96 of dividing wall 89 is tall. Also, the top of curved wall 96 is lower in the cube-shaped box 79 than the top of the tall part 90 of the dividing wall 89. In sum, curved wall 96 serves as a skimmer to catch debris

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when the rainwater 12 overflows the filter side 87 of the cube-shaped box 79 into the overflow side 88.

In particular, near the place where tall part 90 of the dividing wall 89 connects to or becomes the short part 96 of the dividing wall 89, one end of the curved wall 96 connects to the dividing wall 89. The connection is a substantially vertical watertight connection. The curved wall 91 connects to the tall part 90 of the dividing wall 89 rather than the short part 96 of the dividing wall 89. The curved wall 91 makes such a connection because the bottom of the curved wall 91 is lower in the cube-shaped box 79 than the top of short part 96 of the dividing wall 89. On the other end, the top of the curved wall 91 does not reach as high as the first part 90 of the dividing wall 89 as is more particularly described below.

As noted, the other end of the curved wall 91 connects to exit sidewall 82. The connection is a substantially vertical watertight connection. The curved wall 91 connects to the exit sidewall 82 generally above the top most part of the exit hole 81. In other words, the bottom of the curved wall's connection to the exit wall 82 starts just above the top of the hole 81 and extends vertically upward but to a height greater than the second part 96 of the dividing wall 89 and less than the first part 90 of the dividing wall 89.

The curved wall 91 is shaped generally like the letter "C". The body of the curved wall 91 curves into the direction of the flow of rainwater 12 through the filter side 87 of the cube-shaped box 79.

As noted, the curved wall 91 is connected in a watertight manner between the dividing wall 89 and the exit sidewall 82. But as also noted, the curved wall 91 does not reach the inside bottom 94 of the cube-shaped box 79. Rather, there is a space below the curved wall 91 and the inside bottom 94 of the cube-shaped box 79. The curved wall 91 also is shorter than the first part 90 of the dividing wall 89, but taller than the second part 96. Thus, the top of the curved wall 91 is about 4-inches from the top of the dividing wall 89. The bottom of the curved wall 91 is 10-inches above the bottom 94 of box. Other embodiments may vary.

The curved wall 91 is sized and disposed so that rainwater 12 may flow under the curved wall 91. So long as the rainwater 12 flowing underneath the curved wall 91 does

not rise to the height of the second shorter part 96 of the dividing wall 89, the short part 96 helps to contain the rainwater 12 on the filter side 87 of the cube-shaped box 79 so the rainwater 12 may pass through to the delivery pipe 28. Once the rainwater 12 that flows under the curved wall 91 reaches the height of the second shorter part 96 of the dividing wall 89, the rainwater 12 flows over the second part of the dividing wall 89 into the overflow side 88 of the cube-shaped box 79. The rainwater 12 may continue from the overflow side 88 of the cube-shaped box 79 into an overflow pipe 57 as shown in Figure 5.

In sum, the bottom of the curved wall 96 is lower than the top of the short part 96 of dividing wall 89. The rainwater 12 may flow under the bottom of the curved wall 94 and is contained on the filter side 87 of the cube-shaped box 79 so long as the rainwater 12 does not reach the top of the short part 96 of the dividing wall 89. Again it is noted, the top part of the short part 96 of the dividing wall 89 is higher in the cube-shaped box 79 than the bottom of the curved wall 96. When the rainwater 12 reaches the top of the short part 96 of dividing wall 89, the curved wall 96 acts as a skimmer of debris with respect to the rainwater 12 passing under the curved wall and over the top of the short wall 91 into the overflow side 88 of the cube-shaped box 79.

In the exemplary embodiment 10, the curved wall 91 is formed from part of a 16-inch HDPE pipe. In particular, the curved wall 91 is about one-fourth of a 16-inch HDPE pipe.

The dividing wall 89 may be made of any appropriate material. In the exemplary embodiment, the dividing wall 89 is made of HDPE. The dividing wall 89 has a thickness of about about $\frac{1}{2}$ inch.

As noted, the dividing wall 89 divides the interior of the cube-shaped box 79 of the filter system into a filter side 87, which includes the openings for the entry pipe 23 and the exit pipe 28, and the overflow side 88, which includes the opening for the overflow pipe 57. Rainwater 12 flows through this filter side 87 of the cube-shaped box 79 from the entry pipe 23 to the exit pipe 28 unless the rainwater 12 rises to a level that is higher than the height of the second shorter part 96 of the dividing wall 89. If the rainwater 12 rises higher than the height of the short part 96 of the dividing wall 89, then

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at least some of the rainwater 12 flows into the overflow side 88 of the cube-shaped box 79. From the overflow side 88, the rainwater 12 may flow out of the cube-shaped box 79 through the overflow pipe 57 to the overflow pond 59. The overflow pipe 57 may dip in height from its connection to the filter system 26 to the overflow pond 59 so that the rainwater 12 may flow via gravity into the pond 59.

Figure 5 also shows that there are three filters 84, 85, 86 disposed within the exemplary filter system 26. In particular, each filter 84, 85, 86 is disposed perpendicularly with respect to the longitudinal axes of the entry pipe 23 and the exit pipe 28. Thus, each filter 84, 85, 86 is positioned perpendicularly across the path of the rainwater 12 as it moves through the filter system 26. Advantageously, the rainwater 12 is filtered three times in this exemplary filter system 26 so as to remove debris that may clog the irrigation system 38. Other embodiments may use more or fewer filters, and/or filter(s) of different configurations. Yet other embodiments may not include a filter system.

Another advantage of the exemplary embodiment is that the filters 84, 85, 86 may slow the velocity of the rainwater 12. As noted, the filters 84, 85, 86 are positioned across the path of the rainwater 12 through the cube-shaped box 79. Even though the filters 84, 85, 86, pass the rainwater 12, each filter may slow the rainwater 12 by its filtering function. Of course, the more clogged a filter is with debris that it has filtered, the more the filter slows the rainwater 12 passing through it. The filters 84, 85, 86 are easily removed for cleaning as is explained below.

The filters 84, 85, 86 are positioned in the filter side 87 of the cube-shaped box 79 between the dividing wall 89 (that divides the cube-shaped box 79 into the filter side 87 and the overflow side 88) and sidewall 95. More particularly, the filters 84, 85, 86 are positioned generally perpendicularly between the first part 90 of the dividing wall 89 and the sidewall 95 that is opposite to sidewall 83, which is connected to the overflow pipe 57.

The exemplary embodiment 10 allows for the separate removal and replacement of each of the filters 84, 85, 86. Two routed grooves per filter facilitate this removal and replacement. The grooves are not shown in Figure 5 because the filters 84, 85, 86 are

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shown in place in the filter system 26. A groove also may be referred to herein as a “slide guide”.

One of the grooves for each filter is in the first part 90 of the dividing wall 89. The other groove for each filter is in the sidewall 95 of the cube-shaped box. As noted, sidewall 95 is opposite sidewall 83, and perpendicular to sidewalls 80, 82. Each groove is as long as the wall in which it is set. Each groove is just slightly wider than the filter, which the groove receives. The depth of each groove is about 1/4-inch. Each groove runs the length of the element of the filter system 26 in which the groove is made. In particular, each groove runs the length of the first part 90 of the dividing wall 89 or the sidewall 95. Each groove is substantially rectangular in shape. To place a filter 84, 85 or 86 in the filter system 26, a user may position each side of the filter so the sides of the filter slide into their respective grooves. The user then pushes the filter down until the bottom of the filter rests against the inside bottom of the cube-shaped box 79. The filters 84, 85, 96 are ultimately retained against uplift and displacement from their intended positions across water stream by the dividing wall 89 and the bottom 69 of the cube-shaped box 79, the slide guides, and the top cover of the cube-shaped box 79, which is omitted from Figure 5 for clarity of otherwise concealed interior components.

Another embodiment may provide a groove in the inside bottom of the cube-shaped box 79 for a filter so that the filter does not rest against the inside bottom, but is sunk a bit into the inside bottom by being fit into the groove on the inside bottom.

To remove a filter 84, 85, 86, the user may grasp a filter 84, 85, 86 and pull it straight up until the entire filter is released from the grooves in which it was positioned.

As an alternative to the routed (recessed) slide guides for the filters 84, 85, 86, another embodiment may include protruding tabs on each side of each filter 84, 85, 86 on each side of the cube-shaped box 79. These tabs may be HDPE flat bar or strips of HDPE plate attached to the inside walls or sides of the cube-shaped box 79.

The filters 84, 85, 86 are spaced apart from each other. To explain this spacing, please consider the length of the cube-shaped box 79 to be the direction parallel to the longitudinal axes of the pipes 23, 28. Thus, the filters 84, 85, 86 are spaced apart along the length of the cube-shaped box 79 and between the dividing wall 89 and the sidewall

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95 of the cube-shaped box 79 of the filter system 26. The filters 84, 85, 86 in the exemplary embodiment are spaced apart by about three to five inches. The intent of having the multiple filters is to provide and allow for progressively sized bar racks, grates, screens, filter mesh or other suitable forms of rigid, flexible or pliable media to be used for providing desired waste removal capabilities as intended for differing applications.

By way of further explanation, the filters 84, 85, 86 are disposed generally parallel to each other and to the sidewalls 80, 82 of the cube-shaped box 79, and disposed perpendicularly with respect to the top (not shown) and bottom 94 and sidewalls 83, 95 of the filter system's cube-shaped box 79.

Further, each filter 84, 85, 86 also is disposed so it completely spans the interior height of the filter system 26. As noted previously, each filter 84, 85, 86 also spans the space on the filter side 87 between wall 89 and sidewall 95. Thus, as will become apparent from the discussion of the openings in the filters, the only way for the rainwater 12 to flow through the filter side 87 is to flow through the filters 84, 85, 86. Other embodiments may not have filters as tall as the filters 84, 85, 86.

The filters 84, 85, 86 may have "handles" that are formed by an overflow slot provide near the top of each filter 84, 85, 86, directly above the filter portion of each filter 84, 85, 86. This overflow slot is covered on its receiving side by a curvilinear skimmer to remove floatables from the stream of rainwater 12. Advantageously should any filter become filled, blocked, or plugged by the debris as removed by the filter, then that filter still functions by the rainwater 12 rising to flow through the overflow slot of the filter. The overflow slot with skimmer forms a weir as will be understood by those skilled in the art. The overflow slot of a filter may also serve as its handle. Thus, a progressive method of continued removal capability by bypassed rainwater 12 flow is performed by filters 84, 85, 86, so that they may be easily individually removed from the cube-shaped box 79 for easy cleaning and replacement. In this embodiment of the filter system 26, the filters 84, 85, 86 may be removed from the top of the cube-shaped box 79 as noted previously. Other embodiments may vary.

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The filters 84, 85, 86 may be made of any appropriate material that withstands the flow of the rainwater 12 through the filter system 26 and that allows the filters 84, 85, 86 to carry out their eponymous function. In this embodiment, the filters 84, 85, 86 are made of aluminum plate, but other materials may be used in whole or in part.

Figure 6 shows a filter 100 that may be used with the exemplary filter system 26 of the invention. In other words, filter 100 compares to filters 84, 85, 86. The filter 100 is generally rectangular in shape being taller than it is wide. The filter 100 for use in the filter system 26 is about 24 inches tall, 16 inches wide, and about 3/4-inch thick.

The filter 100 has two openings. Opening 104 is the lower and bigger of the two openings. The top opening is not visible in Figure 6 because the skimmer 110 covers the top opening. See Figure 7 for a cutaway view of two skimmers on filters. Opening 104 is about twice as tall as the top opening. In particular, in the exemplary embodiment 10, the size of the lower opening 104 is about 10-7/8-inches x 11-inches. The size of the top opening is about 10-7/8 inches x 6-inch.

Also, the lower opening 104 of the filter 100 is covered by a screen 108 to remove debris from the rainwater 12 that passes through the screen 108. The screen 108 may be made of any appropriate material that may withstand the flow of the rainwater 12 and that may carry out the function of filtering debris from the rainwater 12.

Reference is now made again to the filter system 26 shown in Figure 5. In the exemplary embodiment 10, as noted, three filters 84, 85, 86 are used in the filter system 26. Each filter 84, 85, 86 has openings similar to the openings 104, in the filter 100 shown in Figure 6. Each filter 84, 85, 86 in the filter system 26 shown in Figure 5 includes a screen over its larger opening. Moving from the entry pipe 23 to the exit pipe 28, the screens in the respective larger openings of the filters 84, 85, 86 filter succeeding smaller debris from the rainwater 12. In other words, the screen of the first filter 84 in the path of rainfall flow blocks debris of a particular size. The screen of the second filter 85 blocks debris that is smaller than the particular size blocked by the first filter 84. The screen of the third filter 86 blocks debris that is smaller than the debris blocked by the second filter 85. The filters 84, 85, 86 may accomplish this ever smaller debris blocking by having respective filters of different, succeeding finer gauge or mesh size.

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In the alternative, filter 84 may include a one-dimensional grate that includes spaced bars extending across the lower opening in only one direction. This “bar grate” filter may be useful for removal of the larger debris from the water stream.

Additionally, filters 84, 85, 86 may alternately include other than the vertical filter materials shown in the exemplary embodiments of Figures 5 and 7. The alternatives may include one or more of the following: nets, bags, or other synthetic catchments. These may also be designed or arranged to allow nesting, or passage of one inside of the other. Moreover, the alternatives may be used in a cooperative fashion with the vertical filter elements mentioned herein.

Also in the exemplary filter system 26 in Figure 5, the three filters 84, 85, 86 include respective top openings like the top opening in filter 100 in Figure 6. The top openings in the filters 84, 85, 86 are included to facilitate the movement of the rainwater 12 when it rises to the height of the top openings in the filters 84, 85, 86. To reach the top opening in a filter, the rainwater 12 may have a heavy flow or may be blocked substantially from flowing through the covered opening of the filter such as by clogging debris. To accommodate this issue, the top opening allows the rainwater 12 to pass without filtering. Otherwise, for example, when the heavy flow of rainwater 12 encounters a filter without a top opening, the filter without the top opening may lead to an undesirable back up of the rainwater 12.

Figure 6 shows that the exemplary filter 100 includes a skimmer 110 over the top opening (not seen in Figure 6 because the skimmer 110 covers the opening). The skimmer 110 is positioned on the side of the filter 100 through which the rainwater 12 exits the filter 100. The skimmer 110 in this embodiment is an arc-shaped element that covers the top opening in the filter 100 in a manner similar to the way an awning covers a window. The arc of the skimmer 110 is about that of a quarter of a circle in this embodiment. Other embodiments may vary. The skimmer 110 also may be referred to as a “hood”.

Skimmer 110 has a width that may be substantially the same as or slightly wider than the top opening in the filter 100. One long side of the skimmer 110 is attached substantially perpendicularly to the filter 100 above and along the top opening. In place,

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the skimmer 110 arcs away from its connection to the filter 100 to run substantially parallel to and spaced apart from the top opening in the filter 010. The shape of the skimmer 110 may be compared to an inverted letter “J”.

The skimmer 110 as its name implies skims the rainwater 12 of debris passing through the top opening of the filter 100. The skimming of rainwater 12 by skimmer 110 may lead to more of the rainwater 12 having floatable debris removed and non-floatable debris filtered rather than by excess flows being bypassed into the next filter. In other words, more rainwater 12 may be treated by having the skimmer 110 in place than not.

The primary function of the skimmer 110 is debris collection. As the water level builds up in the filter system 26, the skimmer 110 may skim anything floating on top of the rainwater 12 and may prevent the debris from flowing through the opening the skimmer 110 covers.

Reference now is made to Figure 7 to provide information on the skimmers 97, 98, 99 used on filters 84, 85, 86 in the exemplary filter system 26. Each of the skimmers 97, 98, 99 is disclosed as covering the respective top openings in the filters 84, 85, 86. With respect to filter 84, skimmer 97 is shown as completely covering the top opening so that the top opening is not shown in Figure 7. With respect to filters 85, 86, however, their respective skimmers 98, 99 are shown in cutaway in part so that the respective top openings 101, 103 of filters 85, 86 are visible at least in part.

Reference again is made to Figure 7 to summarize the rainwater 12 flow through the exemplary filter system 26. Figure 7 lacks sidewall 95 so that the interior of the filter system 26 may be seen. The rainwater 12 enters the cube-shaped box 79 of the filter system 26 from the connective pipe 23. The rainwater 12 flows through the screened bottom opening of the first filter 84. The bottom opening is covered by a screen 105. The screen 105 is sized to filter debris of a larger size than the subsequent screens 107, 109 respectively in filters 85, 86.

The screen 105 covering the bottom opening of the filter 84 continues to filter rainwater 12 at least until the screen 105 becomes substantially clogged by trapped debris or for other reasons. As noted previously, each of the filters including filter 84 has a top

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opening that is unscreened. The top opening in filter 84 is not visible because the filter's skimmer 97 is shown in full in Figure 7. The filter's skimmer 97 covers the top opening in filter 84.

If the rainwater 12 increases in depth in front of filter 84 such that the surface of the rainwater 12 is above the bottom of the top opening of the filter 84, whether as a result of the screen 105 on the bottom opening being substantially clogged by trapped debris or for other reasons, then and for as long as the surface of the rainwater 12 is at or above the bottom of the top opening of the filter 84, the rainwater 12 is skimmed of floatable debris by skimmer 97. The skimmed rainwater 12 then flows through the top opening of filter 84.

After the rainwater 12 passes the first filter 84, the rainwater 12 continues to pass through the filter system 26 and next encounters the second filter 85. As with the first filter 84, the rainwater 12 passes through the bottom opening of the second filter 85. The bottom opening is covered by a screen 107. The screen 107 is sized to filter debris of a smaller than the size of the debris filtered by filter 84 and larger than the size of the debris filtered by the subsequent filter 86.

The screen 107 covering the bottom opening of the filter 85 continues to filter rainwater 12 at least until the screen 107 becomes substantially clogged by trapped debris or for other reasons. The top opening 101 in filter 85 is partially visible because the filter's skimmer 98 is shown in cutaway in Figure 7. In practice, the filter's skimmer 98 covers the top opening 101 in filter 85.

If the rainwater 12 increases in depth in front of filter 85 such that the surface of the rainwater 12 is above the bottom of the top opening 101 of the filter 85, then and for as long as the surface of the rainwater 12 is at or above the bottom of the top opening 101 of the filter 85, the rainwater 12 is skimmed of floatable debris by skimmer 98. The skimmed rainwater 12 then flows through the top opening 10 of filter 85.

After the rainwater 12 passes the second filter 85, the rainwater 12 continues to pass through the filter system 26 and next encounters the third filter 86. As with the first and second filters 84, 85, the rainwater 12 passes through the bottom opening of the third filter 86. The bottom opening is covered by a screen 109. The screen 109 is sized to

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filter debris of a smaller than the size of the debris filtered by the second filter 85. In this embodiment, filter 86 is the filter that filters debris of the smallest size.

The screen 109 covering the bottom opening of the filter 86 continues to filter rainwater 12 at least until the screen 109 becomes substantially clogged by trapped debris or for other reasons. The top opening 103 in filter 86 is partially visible because the filter's skimmer 99 is shown in cutaway in Figure 7. In practice, the filter's skimmer 99 covers the top opening 103 in filter 86.

If the rainwater 12 increases in depth in front of filter 86 such that the surface of the rainwater 12 is above the bottom of the top opening 103 of the filter 86, then and for as long as the surface of the rainwater 12 is at or above the bottom of the top opening 103 of the filter 86, the rainwater 12 is skimmed of floatable debris by skimmer 99. The skimmed rainwater 12 then flows through the top opening 103 of filter 86.

After the rainwater 12 passes the third filter 86, the filtered rainwater 12 may pass out of the filter system 26 through hole 81 with its connected pipe 28 and through connected piping into the tanks. If the rainwater 12 flow is heavy, or for other reasons, the rainwater 12 may rise in the filter system 26 even after it passes through the third filter 86. If the rainwater 12 rises to the height of the short part 96 of the dividing wall 89, then the filtered rainwater 12 is further skimmed of floatable debris by curved wall 91. The skimmed rainwater 12 will flow beneath the curved wall 91 and over top of the short part 96 of the dividing wall 89 and into the overflow area 88. From the overflow area 88, the overflow rainwater 12 may pass out through the overflow pipe 57, if the overflow rainwater 12 rises to the height of the opening 92 of the overflow pipe 57.

An advantage of the exemplary filter system 26 is its filtering of the rainwater 12 in many ways. The rainwater 12 passes through succeeding finer screens 105, 107, 109 in the filters 84, 85, 86 in the cube-shaped box 79. In addition, the rainwater 12 may be skimmed by one or more of the skimmers 97, 98, 99 that cover the top openings in the filters 84, 85, 86. The last filtering in this exemplary filter system 26 is the skimming carried out by the curved wall 96 inside the cube-shaped box 79 when the rainwater 12 passes underneath the curved wall and over the top of the short part of the dividing wall 89.

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Advantageously, should the storage tanks fill to capacity by excess rainfall received or reduced irrigation, the above mentioned outflows of filter system 26 allow flows to be safely directed away from the storage tanks 30a, 30b and disturbed soil and backfill of excavation 31 and the filter system 26 and all related piping and appurtenances, which is of considerable protective benefit, “water logging” of tanks usually forces overflows through vents and leads to soil erosion by uncontrollable flows. This is prevented by the preferred embodiment.

Figure 8 is a top view of an exemplary embodiment 112 of the invention as used to harvest, store, and use rainwater 12 that runs off a structure, which is represented by building foot print 114. The structure 114 includes a surrounding gutter system 116 with downspouts 118a-r.

Embodiment 112 uses two pairs of storage tanks 120a-b, 122a-b. Each pair 120a-b, 122a-b is disposed on opposite corners of the generally rectangular footprint 114 of the structure 114. Thus, each pair of storage tanks 120a-b, 122a-b has its own respective collection pipe 124, 126 connected to respectively designated downspouts on the structure 114, and respective connection pipe 128, 130 that delivers the harvested rainwater 12 to their respective filter systems 132, 134.

In the embodiment 112 of Figure 8, the respective signal connection 136, 138 from the float switch (not shown) in at least one of the two storage tanks in each pair 120a-b, 122a-b is made on the side of the respective filter system 132, 134. The signal connections 136, 138 signal the controller 140 when the respective pair of storage tanks 120a-b, 122a-b run dry. The signal connections 136, 138 may be made in any appropriate fashion. In an exemplary embodiment, the float switch completes a circuit when the storage tank is empty. Completion of the circuit sends a signal through the wiring via the input side of the storage tank or the output side of the storage tank, and ultimately, to the controller.

As with the exemplary embodiment 10, the storage tanks 120a-b, 122a-b contain about the same amount of rainwater 12 due to being filled at the same rate as each other and being emptied at the same rate. Another embodiment may include a float switch in each storage tank and monitor the empty status of each such tank.

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If the float switches indicate that the storage tanks 120a-b, 122a-b are empty, the controller 140 opens the valve 142 between the irrigation system 143 and the water supply source 144 when irrigation is desired so that the water for the irrigation may be obtained from the water supply source 144 rather than the exemplary embodiment 112.

If there is water in either of the pair of storage tanks 120a-b, 122a-b, however, the exemplary embodiment 112 delivers the water from the storage tanks with the water to the irrigation system 143. The controller 140 may open valves (not shown) on the storage tanks 120a-b, 122a-b. The water exits the storage tanks 120a-b, 122a-b into the respective irrigation delivery piping system 146, 148. These piping systems 146, 148 come together (not shown in Figure 8 because they run together underground) into a single pipe 150 to pass the rainwater 12 through a filter 152 and a hydro tank 154. After the rainwater 12 passes through the filter 152, the rainwater 12 is delivered to the irrigation system 143.

Although the exemplary embodiment is by two pairs of storage tanks, there may alternately be additional pairs added to the system, and additional tanks added to each pair of tanks. Advantageously, this addition of tanks whether as pairs or to pairs is unlimited and variable so that the embodiments of the invention may accommodate water demands of varying sizes.

A controller is mentioned above in connection with the exemplary embodiments. A controller may be embodied in any appropriate form to carry out its function in connection with the invention. For example, an electronic or electro-mechanical controller may be used such as a programmable controller. Moreover, the controller may be made to work with irrigation controllers such as those available from Rain Bird Corporation. For information, *see* www.rainbird.com.

Figure 9 is a flow diagram 160 illustrating logic a controller may follow in connection with the exemplary embodiments of the invention. After the start action 162, the controller may monitor for an irrigation instruction in action 164. An irrigation instruction also may be referred to as a turn-on irrigation instruction. For example, a master gardener may use a wireless device to send an “irrigate” instruction to the controller. When a valve 40a-d is turned on, the harvested filtered stored rainwater 12 is

delivered in the exemplary embodiment 10 to flexible irrigation tubing that lies on top of mulch beds of the irrigation area and conveys the filtered stored rainwater 12 to the step-down micro-jet spray heads of the sprinklers 41a-d.

In response, in action 166, the controller may check whether harvested stored rainwater 12 is available from the one or more storage tanks in use with the embodiment of the invention. As noted previously, in the exemplary embodiment, a float switch in a storage tank sends an indication to the controller if it tank is empty of rainwater 12.

If rainwater 12 is available, then in action 168, the controller may take what action is necessary to begin or to cause to begin delivery of the rainwater 12 to the irrigation destination. In some embodiments, the action may be to open the valve(s) on the outlet(s) of the storage tank(s). The controller may start or cause the pump of the embodiment to start and to begin moving the rainwater 12 to the irrigation destination. Some embodiments do not require the controller to start the pump.

In action 174, the controller may configure irrigation, (or cause configuration of the irrigation) if the particular embodiment of the invention allows for such an action. For example, a master gardener may instruct the controller to turn on some, but not all, of the sprinklers in the irrigation system. The controller may respond by sending a signal to the appropriate sprinklers to turn on, etc.

In the exemplary embodiment, the irrigation system 38 includes a loop irrigation trunk line 36 of about 1,000 feet in a generally rectangular shape. The loop irrigation trunk line 36 also may be referred to herein as the main line 36. The loop irrigation trunk line 36 connects to ten valves 40a-d (only four are shown in Figure 1). Each valve 40a-d may be positioned to supply water to respective sprinklers 41a-d. Alternatively, each valve 40a-d may supply more than one sprinkler. The controller may configure the ten valves 40a-d so all of the boxes 40a-d deliver the harvested filtered stored rainwater 12, or some do and do not.

Referring back to action 166, if the controller finds that the one or more storage tanks are empty, then in action 170, the controller may cause the pump to turn off, if such action is needed. The controller may cause the valve(s) on the outlet(s) of the storage tank(s) to close.

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Further, in action 172, the controller opens the valve to the water source so that the irrigation system is provided with water from that source. The controller may carry out action 174 in configuring the irrigation prior to opening the valve in action 172.

Thereafter, the controller monitors for an instruction to stop irrigation in action 176. If a stop irrigation instruction is received, then the controller may need to check in action 178 whether the irrigation water is provided by the water supply source or by the storage tank(s) of the exemplary embodiment. If the water is from the water supply source, then in action 180 the controller may close the valve to the water supply source and the flow logic ends in action 182.

If the water is from the storage tank(s), then in action 184 the controller may cut off the harvested rainwater 12 from being delivered to the irrigation system. The cut off may be carried at one or more points in the exemplary embodiment. For example, the controller may close the valve(s) on the outlets of the storage tank(s), may activate cutoff valve(s) such as shown as 72a-b in the embodiment of Figure 3, and/or may activate the cutoff valve 54 that follows in series after the hydro tank 52 in the embodiment of Figure 3. The flow logic ends in action 182.

CONCLUSION

From the foregoing description of the exemplary embodiments of the invention and operation thereof, other embodiments will suggest themselves to those skilled in the art. Therefore, the scope of the invention is to be limited only by the claims below and equivalents thereof.

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CLAIMS

We claim:

1. In a system for harvesting rainwater from a roof of a structure located above ground, the system including one or more gutters positioned with respect to the roof to receive the rainwater, and the one or more gutters further positioned to deliver by gravity the rainwater to one or more downspouts, each downspout having a top end connected to the one or more gutters to receive the rainwater from the one or more gutters,
 - a system for filtering the rainwater, storing it, and using it to irrigate, comprising:
 - a collection pipe located below the one or more downspouts;
 - each of the one or more downspouts having a bottom end opposite its top end with the bottom end of the downspout connected to the collection pipe so the collection pipe receives the rainwater via gravity from the one or more downspouts;
 - the collection pipe having a downward slope at least at one end towards a connective pipe to which the collection pipe makes a watertight connection so the collection pipe delivers the rainwater via gravity to the connective pipe;
 - the connective pipe having a downward slope from the collection pipe to a filter system to which the connective pipe makes a watertight connection so the connective pipe delivers the rainwater via gravity to the filter system;
 - the filter system being watertight and operational to filter debris from the rainwater;
 - the filter system having a watertight connection to piping, which delivers via watertight connection the filtered rainwater to a top opening in a storage tank;
 - the storage tank being watertight and having an outlet near or at its bottom;
 - the irrigation delivery piping system having a watertight connection at its second end to at least an irrigation system; and
 - the pump being operable with the irrigation delivery piping system when the pump is activated to pump the filtered rainwater through the irrigation delivery piping system from the outlet of the storage tank to the irrigation system.

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2. The system of Claim 1, wherein at least part of the connective pipe, at least part of the filter system, the whole storage tank, and at least part of the irrigation delivery piping system are buried underground.

3. The system of Claim 2, wherein the underground storage tank comprises at least a vent pipe with a watertight connection at one end to an opening in the top of the underground storage tank providing access to interior of the underground storage tank; and

the other end of the vent pipe being above ground and having an opening to vent air from the interior of the underground storage tank to above ground.

4. The system of Claim 1, wherein the storage tank comprises a tank at least previously intended for storing petroleum products.

5. The system of Claim 1, further comprising:

a cut-off valve connected to the irrigation delivery piping system between the outlet of the storage tank and the pump, and

the cut-off valve being selectively manually operable to block flow of the filtered rainwater in the irrigation delivery piping system before the filtered rainwater reaches the pump.

6. The system of Claim 1, further comprising:

a hydropneumatic water tank connected to the irrigation delivery piping system and operable to deliver the filtered rainwater in a preset pressure range to the irrigation system.

7. The system of Claim 1, further comprising:

a centrifugal filter connected to the irrigation delivery piping system to filter particulates from the filtered rainwater prior to delivery of the filtered rainwater to the irrigation system.

8. The system of Claim 1, further comprising:

a piping connection connected at one end to the irrigation system and connected at its other end to a water supply source;

a water supply source valve connected between the piping connection and the water supply source,

the water supply source valve being selectively operable to close the piping connection to be watertight so as to block water from the water supply source, and

the water supply source valve being selectively operable to open the piping connection to allow the water from the water supply source to flow through the piping connection to the irrigation system; and

a controller being communicatively connected to the water supply source valve to selectively cause the water supply source valve to open, or to cause the water supply source valve to close.

9. The system of Claim 8, further comprising:

a back flow preventer for preventing the filtered rainwater from entering the water supply source.

10. The system of Claim 8, further comprising:

a float switch disposed inside the storage tank and communicatively connected to the controller,

the float switch operable to provide an indication to the controller when the storage tank is empty of the filtered rainwater.

11. The system of Claim 10, wherein the controller responds to the indication from the float switch that the storage tank is empty of the filtered rainwater by causing the water supply source valve to open to allow the water from the water supply source to flow through the piping connection to the irrigation system.

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12. The system of Claim 11, further comprising a check valve between the irrigation delivery piping system and the irrigation system for blocking the water from the water supply source.

13. A system for filtering harvested rainwater, storing it, and delivering it to an irrigation system, comprising:

a ground excavation having a substantially flat bottom, the excavation being big enough to contain a storage tank;

bedding material disposed on top of the bottom of the excavation;

the storage tank being positioned in the excavation on the bedding material;

backfill substantially filling the excavation with the bedding material to bury the storage tank;

the storage tank having at least a vent pipe that reaches above ground;

a filter system for filtering debris from harvested rainwater delivered to the filter system,

the filter system being connected to the storage tank to deliver the filtered harvested rainwater to the storage tank;

the storage tank being connected to a delivery system for delivering the filtered harvested rainwater to the irrigation system; and

the delivery system being responsive to a signal to cause the storage tank to release the filtered harvested rainwater and to cause delivery of the filtered harvested rainwater to the irrigation system.

14. A system for using stored rainwater for irrigation in an irrigation system with the irrigation system being connected to a water source for water to use for the irrigation if there is no stored rainwater, comprising:

a valve positioned between the water source and the irrigation system,

the valve being closed to block the water from the water source from the irrigation system, and

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the valve being responsive to an open signal from a controller to open to allow the use of the water from the water source for the irrigation by the irrigation system;

a storage system for storing the rainwater;

the storage system including an empty indicator that sends an empty indication to the controller if the storage system is substantially empty of the stored rainwater;

the controller responsive to a turn-on irrigation instruction to check for the empty indication, and

the controller operative to cause a distribution system to transport the stored rainwater from the storage system for delivery to the irrigation system if the controller fails to find the empty indication, and

the controller operative to send the open signal to the valve if the controller finds the empty indication.

15. The system of Claim 14, wherein the distribution system includes a filter to filter debris from the stored rainwater prior to the delivery of the rainwater to irrigation system.

16. The system of Claim 14, wherein the distribution system comprises a check valve between the irrigation system and the distribution system to prevent the water from the water supply from entering the distribution system.

17. The system of Claim 14, wherein the storage system comprises an underground storage tank formerly used for storing gasoline and having an air vent to the surface.

18. The system of Claim 14, wherein the empty indicator comprises a float switch.

19. The system of Claim 14, wherein the distribution system comprises a pump and a hydropneumatic water tank.

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ABSTRACT

METHODS, SYSTEMS, AND APPARATUS FOR RAINWATER HARVESTING
AND CISTERN STORAGE INTEGRATED WITH IRRIGATION

Rainwater run-off from a roof or other structure may be collected via a system of gutters and downspouts for delivery via gravity to a collection pipe, then via gravity to a connective pipe, and then via gravity to a filter system where the collected rainwater may be filtered and then delivered via gravity to one or more storage tanks. When needed, the filtered rainwater may be pumped from the storage tank(s) via a distribution system to an irrigation system or other destination. The distribution system may include a hydropneumatic water tank and a centrifugal filter. If the storage tank(s) is/are empty, then an empty indicator may cause water from a water supply source to be used to irrigate instead of the filtered harvested rainwater.

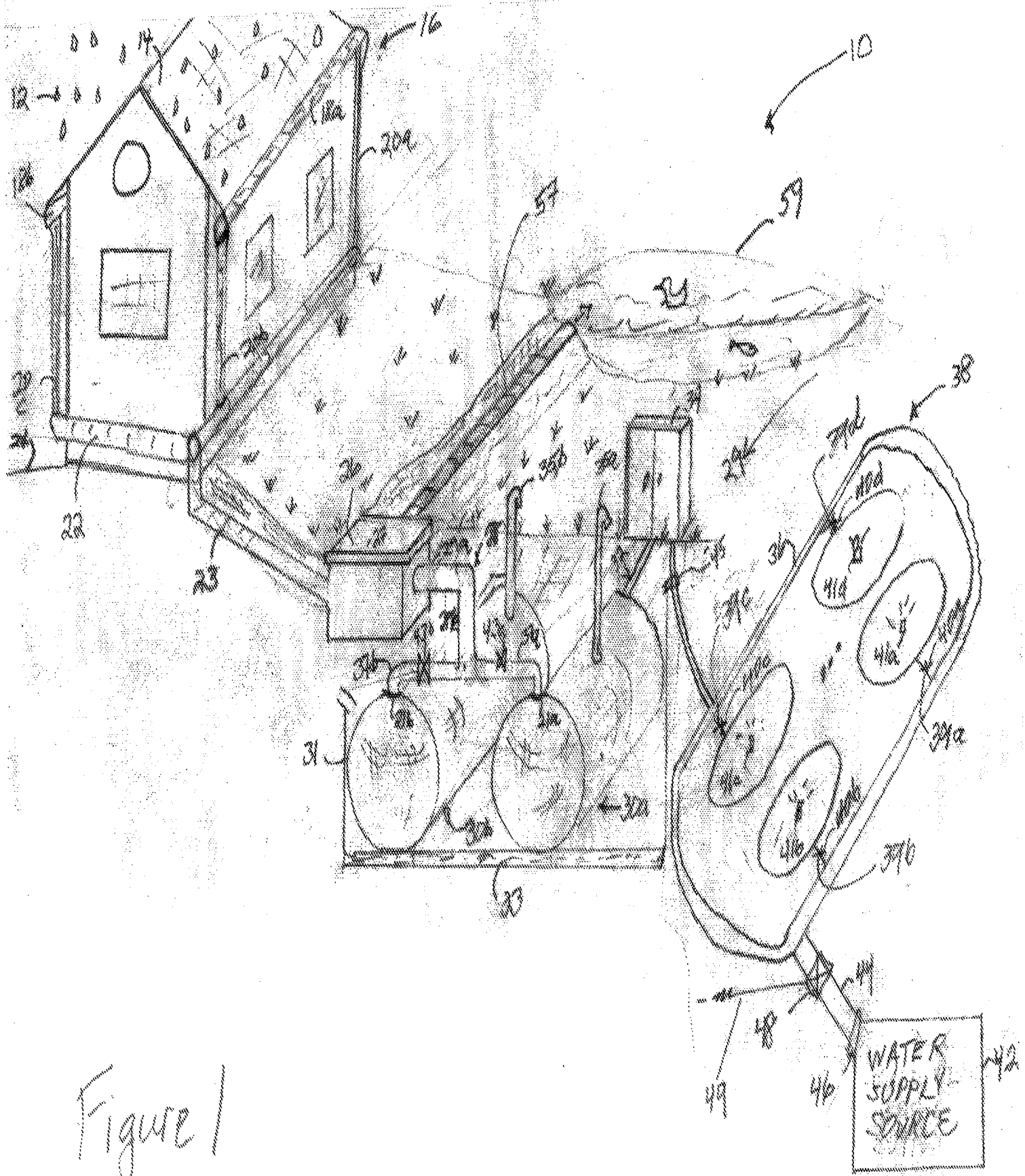


Figure 1

Figure 4

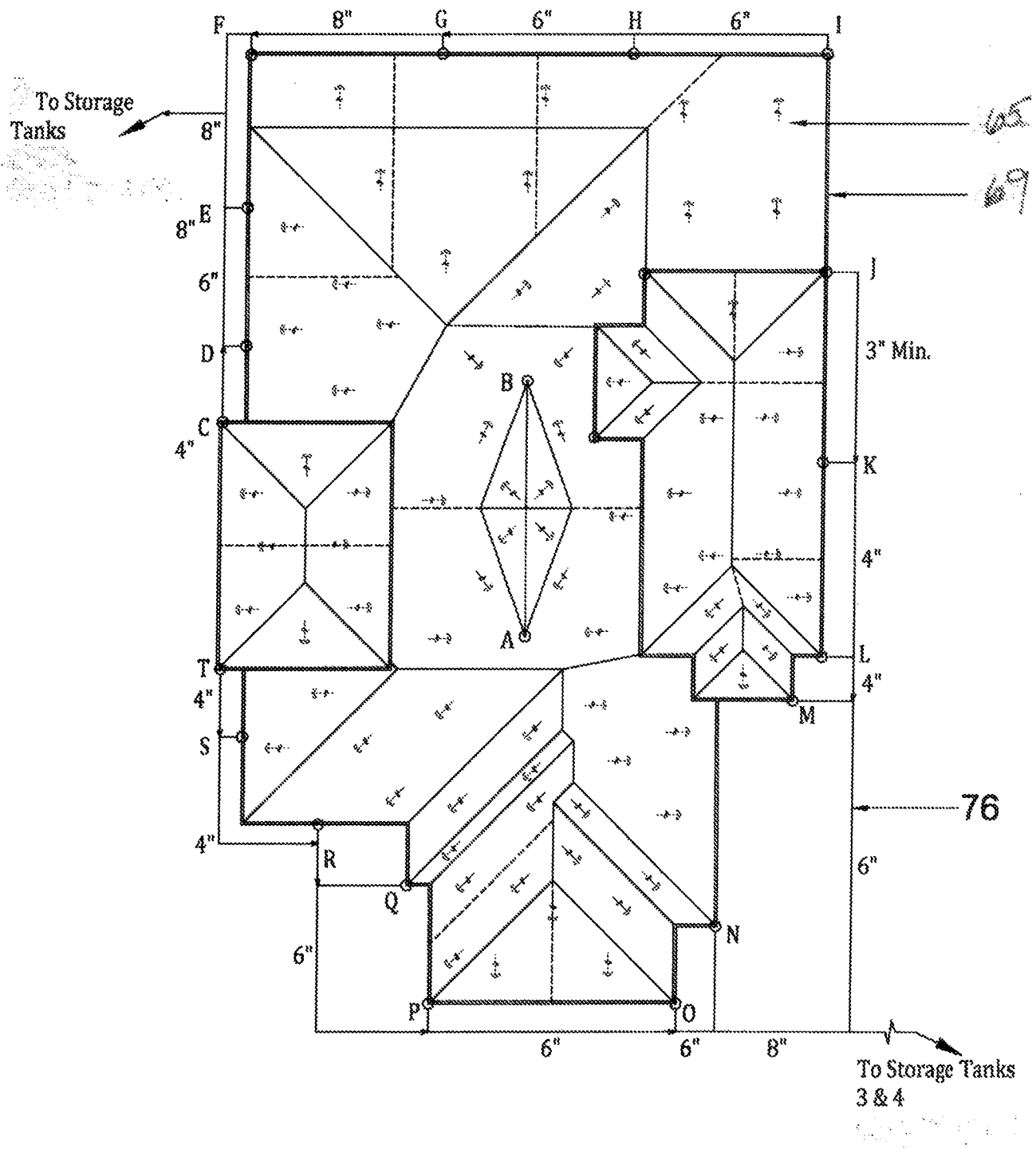


Figure 5

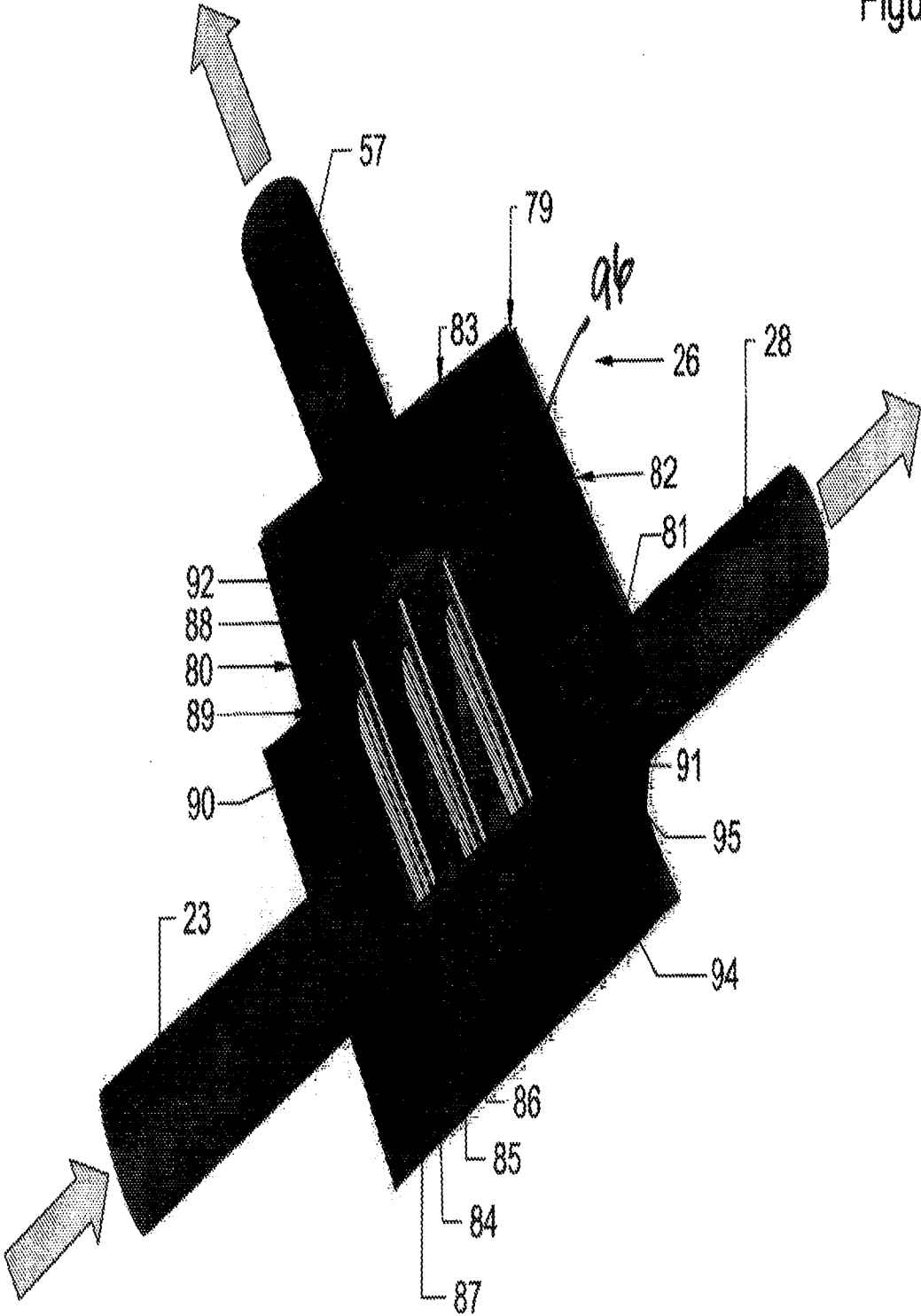


Figure 8

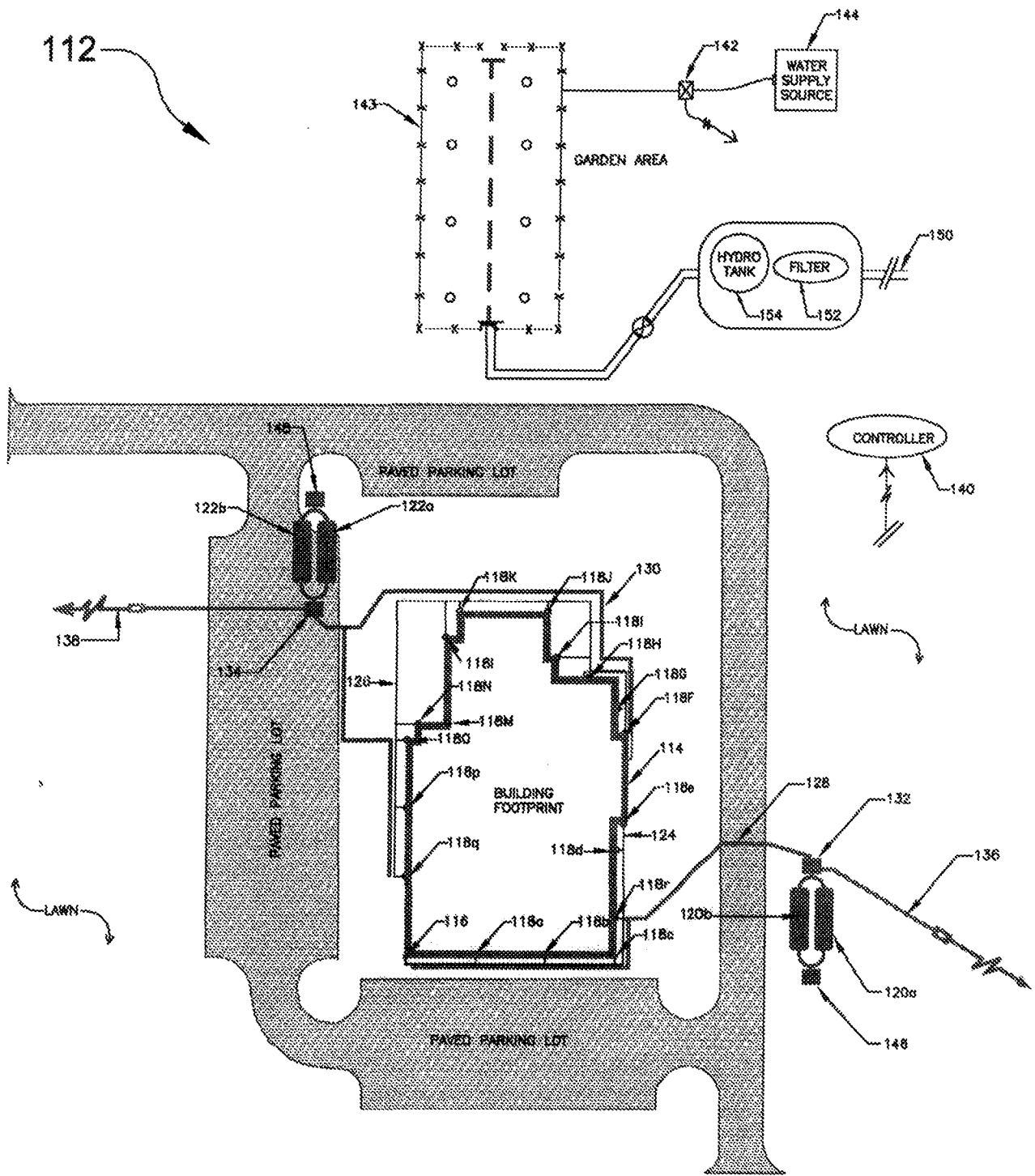
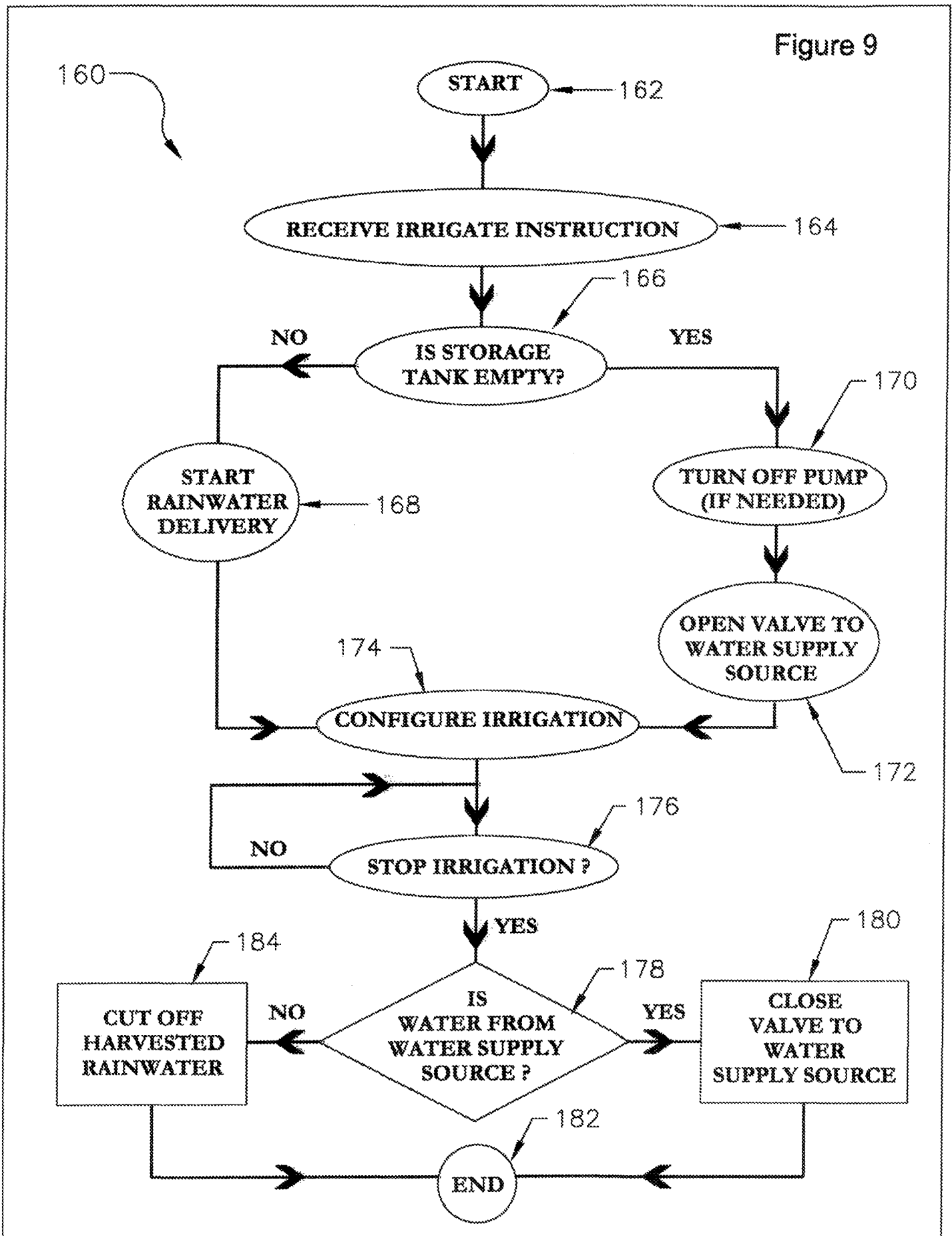


Figure 9



Description	Fee Code	Quantity	Amount	Sub-Total in USD(\$)
Post-Allowance-and-Post-Issuance:				
Extension-of-Time:				
Miscellaneous:				
Total in USD (\$)				1600

**Leon County
Board of County Commissioners**


Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Report on the 2015 Sustainable Communities Summit and Acceptance of Florida Department of Economic Opportunity Grant in the Amount of \$25,000

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship
Lead Staff/ Project Team:	Kathryn Ziewitz, Coordinator, Office of Sustainability

Fiscal Impact:

This item has been budgeted and adequate funding is available to host the 2015 Summit. Additionally this item is associated with a grant in the amount of \$25,000 which will augment the existing County budget and provide for greater impact and effectiveness of the event. The grant does not require matching funds.

Staff Recommendation:

- Option #1: Accept the status report on the 2015 Sustainable Communities Summit.
- Option #2: Accept the Florida Department of Economic Opportunity Grant in the amount of \$25,000 (Attachment #1), and authorize the County Administrator to execute all documents related to the grant project.
- Option #3: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Title: Acceptance of Status Report on the 2015 Sustainable Communities Summit and Acceptance of Florida Department of Economic Opportunity Grant in the Amount of \$25,000.

September 23, 2014

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Report and Discussion

Background:

Leon County has hosted summits related to sustainability on a biannual basis since 2008. Each of the past three events has been very well received by the community, with capacity attendance, dynamic presentations by nationally recognized keynote speakers, engaging workshops, and break-out sessions. Positive outcomes of past summits have included knowledge gains on topics presented as well as beneficial outcomes from networking among community members, professionals, and County employees. In addition, the Sustainable Communities Summits have provided a basis for Leon County to fulfill a role as a community convener on sustainability topics. The summits have become a tradition, and citizens and community leaders eagerly look to Leon County to continue hosting these events. In keeping with a pattern of alternating leadership for a sustainability event every other year with the City of Tallahassee, this summit is scheduled a year from the city's event, which was shifted from a fall to winter timeframe (January 2014).

The summit model outlined is part of a strategy for civic engagement that balances regular programming on practical sustainability topics through the "Sustainable Community Matters" series with a larger biannual event. Support for an alternative approach was provided via the LEADS listening session conducted in January 2014. Community leaders offered input in support of planning an event that would reach beyond the traditional participants to engage a wider array of stakeholders. In order to achieve a broader participation, goals have been set to make registration fees modest, select a time frame outside of typical working hours, and promote family participation by providing activities and care for youth and children.

The Sustainable Communities Summit is essential to the Board's Priority – Environment:

- Educate citizens and partner with community organizations to promote sustainable practices. (EN3)

Analysis:

The Office of Sustainability is planning for a summit that builds upon and extends the success of prior summits. The Summit is being planned for 10 am to 2 pm on Saturday, January 24, 2015 at FSU's Turnbull Center. In accordance with community interest and momentum, the theme for this Summit will be "Food For Us: We're All at the Table Together." Together attendees will participate in a collaborative and empowering experience that helps us to better understand how food connects us and how we can enhance our individual and community food futures as well as to "grow" our local food economy. Participation in the range of 300 people is targeted.

Title: Acceptance of Status Report on the 2015 Sustainable Communities Summit and Acceptance of Florida Department of Economic Opportunity Grant in the Amount of \$25,000.

September 23, 2014

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In contrast to past events that relied upon a conference-style format, with tracks for break-out sessions, the “Food For Us” Summit is being planned as more of a town gathering that will enable participants to take part through facilitated exercises. Community partners aligned with the topics of local food as relates to health and economic development are being involved at an early stage. Representatives from civic organizations, organizations working on food and health issues, food-related businesses, economic development entities, universities, and other leaders will be enlisted at the outset to enable them to help shape an event that provides value for the community as a whole. Their feedback and guidance to help is being sought to encourage their investment in the Summit and continued future involvement in the local food movement.

To extend the value of this community-wide event, the Summit will be preceded and followed by smaller events involving key partners. Leon County’s capacity to carry out this event is being expanded by a \$25,000 Technical Assistance Grant (TAG) from the Florida Department of Economic Opportunity (DEO). The DEO awards TAGs to assist Florida communities with planning related endeavors. The grant does not require a local match. The Office of Sustainability applied for this grant in June and was notified on August 26, 2014 that the grant has been awarded for the project (Attachment # 1). This funding will be used to expand the scope of the Summit message about the potential for a strengthened local food movement to yield economic development benefits while improving public health and sustainability.

An overview of the summit itself, as well as preliminary and follow-up events is provided as follows:

Lead-up Events

Round Table Community Partners Preview – Early this fall, key community partners including leaders from civic organizations, food and health related organizations and businesses, universities, and other leaders will be invited to preview and assist in shaping plans for the event. It is hoped that their involvement leading up to, during, and following the event will promote networking and problem solving about gaps and opportunities in our local food system.

Virtual Keynote Preview – Prior to the summit, the keynote speakers will be interviewed by media representatives. The interviews will be via video conference. The recorded interviews will be produced as a video package for dissemination through Leon County channels to publicize the event and spread awareness about the topics. The DEO grant also will enable funding to share the videos with other communities who are incorporating food systems into their planning strategies.

Summit Activities

“Food For Us” Summit Overview – The Summit will begin with a dynamic introductory presentation that provides a common baseline for understanding how food connects us, touching on how “food systems” work generally, assets of our food system locally, and the diversity of individual experiences related to food. Keynote addresses will follow. These will provide inspiration and knowledge about how food can drive economic growth and improve community health. Following a lunch featuring locally sourced food, attendees will engage in a facilitated exercise that enables citizens to provide their input and vision for a stronger food future.

Title: Acceptance of Status Report on the 2015 Sustainable Communities Summit and Acceptance of Florida Department of Economic Opportunity Grant in the Amount of \$25,000.

September 23, 2014

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A closing activity will highlight the existing connections in our community, identify gaps, and impart tangible takeaways to the audience. Youth activities will be provided by Leon County 4-H, with the children engaging in their own conversations about local food, in order for families to be able to share their experiences and grow together in the pursuit of a stronger community food system and better health.

Follow-up Events

Post-event Food Connection round table – Within a timely fashion after the summit, the County will convene a facilitated roundtable discussion for the Round Table Community Partners and subject matter experts. Partners will discuss opportunities and directions for economic and community development through the local food system that arose from the Summit experience and through subsequent findings and reflection.

Food For Us Report – A written report overviewing potential solutions identified for achieving community goals in strengthening local food systems and identification of next steps on issues will be produced and disseminated locally and to statewide channels as provided for by the DEO grant.

Options:

1. Accept the status report on the 2015 Sustainable Communities Summit.
2. Accept the Florida Department of Economic Opportunity Grant in the amount of \$25,000 (Attachment #1), and authorize the County Administrator to execute all documents related to the grant project.
3. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
4. Do not accept the Florida Department of Economic Opportunity Grant in the amount of \$25,000.
5. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Grant Award Notification
2. Resolution and associated Budget Amendment Request

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

August 26, 2014

Mr. Vincent S. Long
Administrator, Leon County
Board of County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301

Dear Mr. Long:

Thank you for your interest in the Department of Economic Opportunity's community planning technical assistance grant program. The response to this program has been strong as the Department received approximately 160 requests totaling nearly \$4.2 million.

I am pleased to inform you that your project described in the attached letter was selected for funding in the amount of \$25,000. The next steps in the process are the development of a scope of work and payment schedule, deliverables, and the execution of the grant agreement. Ms. Sherry Spiers will be in contact with you to get the process underway.

I look forward to working with the County on the preparation of the planning products that have been proposed. If you have any questions please do not hesitate to contact Ms. Sherry Spiers, Regional Planning Administrator, at 850-717-8499 or by email at sherry.spiers2@.deo.myflorida.com.

Sincerely,

William B. Killingsworth
Director, Division of Community Development

WBK/nc

CC: Chris Rietow, Executive Director, Apalachee Regional Planning Council
Enclosure: Local Government's request

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2013/2014; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 23rd day of September, 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

**Leon County
Board of County Commissioners**


Notes for Agenda Item #18

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Enhancements to the Summer Youth Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator

Fiscal Impact:

This item has a fiscal impact. As requested by the Board, this agenda item presents enhancements to the Summer Youth Program that is included in the FY 14/15 budget in the amount of \$74,265.

Staff Recommendation:

Option #1: Approve the proposed enhancements to the Summer Youth Program.

Report and Discussion

Background:

On May 13, 2014, the Board directed staff to bring back a budget discussion item on ways in which to improve the effectiveness of the County's Summer Youth Training Program and increase the amount of participants.

On June 10, 2014, staff presented the Youth Corp Leon County proposal for Board consideration to succeed the current Summer Youth Program. The Youth Corp Leon County program would expand the number of participants while providing local youths increased exposure to citizenship and public service. The program would provide a week long summer program that engages Leon County youth in activities that enhances their knowledge of County government and citizenship. This could include tours of County facilities, such as the Public Safety Complex, Solid Waste Management, and Jail; as well as, hands-on exercises like the Let's Balance! Budget game and Development Support & Environmental Management's Lego Lake exercise.

Additionally, a portion of the week would be dedicated to a community volunteer service project that highlights the County's programs and services. Community service projects may include assisting with park clean-ups, working in the Library or participating in a home rehabilitation project. The program would be designed to ensure the participants are eligible to receive community service credit that can count towards Bright Scholars volunteer requirements. Staff will also work with other organizations (i.e. Boy and Girls Scouts) to establish elements of the program that might support merit badge requirements.

The program would provide the opportunity for geographic diversity throughout the community by working closely with all of the County's high schools. It would be open to high school-aged youth (grades 9-12) that reside in Leon County. A letter of recommendation from a teacher would be required, as well as information on academic credentials and community service experience. It was anticipated that the program would be expanded to approximately 90 students.

The net savings to the County under the proposal presented to the Board at the June workshop would be \$34,000 annually.

During its discussion, the Board directed staff to prepare an agenda item for a future meeting that would provide an option that would preserve the Summer Youth Program and incorporate the Youth Corp Leon County proposal.

Analysis:

Current Program

The Summer Youth Training Program is a six-week program that offers local youth work experience and insight into the function of County government. Participants must be between the ages of 14-21 and a current Leon County resident. Participants are assigned to one County department or division for the duration of the program. During the six-week period, the participants work 20-25 hours per week under the supervision of County staff. The participants are compensated at Florida's minimum wage rate, which is currently \$7.93 per hour.

The Human Resources Department administers the program. The Department provides a 30-day window for submission of applications. Each year, significantly higher amounts of applications are submitted than the number of positions that are available. This year, there were 1,600 applications submitted for 56 positions.

The high volume of applicants reflects the need to expand the number of participants as well as provide a meaningful experience for those that participate in the program. In its current form, the Summer Youth Training Program limits the opportunity in which participants gain a broad knowledge of the functions of County government.

Enhanced Program

The proposed enhancements to the program would provide four weeks of work experience with a maximum of 20 hours per week. Participants would be compensated during the four weeks. During this period, participants would participate in civic engagement activities that would increase their knowledge of County government that could include tours of County facilities; such as, the Public Safety Complex, Solid Waste Management, and Leon County Jail, as well as hands-on exercises like the Let's Balance! Budget game and Lego Lake exercise.

Additionally, the four-week period would conclude with a community volunteer service project that highlights the County's programs and services and provides the opportunity for students to earn community service credits for graduation and/or scholarships. A team approach would be incorporated to coordinate and implement the program headed by VolunteerLEON.

The proposed enhancements to the program would expand the number of participants from 56 to approximately 80 local youth. This would represent a 50% increase in the number of participants in the program, while maintaining the current budget.

The proposed enhancements to the program will provide participants a unique opportunity to gain work experience and engage their County government in a highly focused and collaborative environment. More importantly, the proposed enhancements would preserve the program, expand the number of participants, and provide local youths increased exposure to citizenship and public service.

Options:

1. Approve the proposed enhancements to the Summer Youth Program.
2. Do not approve the proposed enhancements to the Summer Youth Program.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #19

Leon County Board of County Commissioners

Cover Sheet for Agenda #19

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Funding for Be The Solution, Inc. Pet Overpopulation Prevention Activities

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator, Scott Ross, Director, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Timothy Carlson, Sr. Budget Analyst

Fiscal Impact:

This item has a fiscal impact to the County. Be The Solution, Inc. has requested \$65,000 for pet overpopulation prevention spay and neuter vouchers for the community to be funded proportionally to the existing Animal Services Center contract, 55% from the City and 45% from the County. The County's share would be \$29,250 and is available in the General Fund Contingency (Attachment #1). Funding for this request is contingent upon the City of Tallahassee's approval of their proportional financial support.

Staff Recommendation:

Board direction.

Report and Discussion

Background:

At the September 2, 2014 Board meeting, the Board directed staff to agenda a funding request by Be The Solution, Inc. This funding would cover payment vouchers distributed by BTS, for pet spay and neuter services for the remainder of the calendar year (Attachment #2).

Analysis:

Be The Solution, Inc. (BTS) is a 501(c)(3) nonprofit organization founded in 2007 to provide education to the community about the importance of pet overpopulation prevention and financial assistance to residents for spay and neuter surgeries. Since its inception, they have helped fund more than 10,000 surgeries, reducing both the number of animals brought to the shelter as well as the number of animals euthanized.

Due to a budget shortfall, BTS has solicited shared financial support from the County and the City in the amount of \$65,000. The total financial request was recommended by BTS to be funded proportionally, based on the existing Animal Service Center contract that stipulates expenses are shared on a 55% City/ 45% County basis. Using this recommendation, the County share would be \$29,250 and the City's \$35,750. The additional funding, if approved, would provide financial assistance to pet owners in the form of vouchers for spay and neutering services.

Staff contacted the City of Tallahassee to determine if monetary support for BTS would be provided. City staff indicated that they are working on a process that may allow BTS and other partners to receive free spay and neuters. These surgeries would potentially be performed in house by veterinary staff. In this case, the County's share of the cost for additional spay and neutering would be accounted for in the current Animal Service Center Agreement. Subsequently, at its September 10th public hearing on their budget, the City Commission directed staff to provide additional options for consideration at their next budget public hearing on September 22nd.

The attached Budget Amendment Request appropriates the County's portion of the request from general fund contingency. If the Board does approve this request, staff recommends the funds be distributed contingent upon approval by the City of Tallahassee to fund the remaining amount. At this point in time, no funds are allocated for this request in the City budget.

Options:

1. Approve the \$29,250 Budget Amendment Request to fund the County's portion of spay and neuter community vouchers to be distributed by Be The Solution, Inc. contingent upon the City of Tallahassee's approval of their proportional financial support (Attachment #1).
2. Do not approve the \$29,250 Budget Amendment Request to fund the County's portion of spay and neuter community vouchers to be distributed by Be The Solution, Inc.
3. Board direction.

Recommendation:

Board direction.

Attachments:

1. Budget Amendment Request and General Fund Contingency Statement
2. Be The Solution, Inc. Funding Request Letter

**BUDGET "OPERATING" CONTINGENCY RESERVES
CONTINGENCY FUND UPDATE (FY 2013/14)**

		GENERAL FUND 001-990-59900-599		Beginning Balance: \$250,000.00
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1		19-Nov-13	Realignment of District #1 budget to Contingency-	\$0
2		19-Nov-13	Consideration of Disabled American Veterans Request	\$0
3		11-Feb-14	Consideration of Financial Assistance to Kwik Kutz	\$0
4		25-Feb-14	Infrastructure Sales Tax Education Campaign	\$100,000
5		25-Feb-14	Funding to support the Florida Association of Counties Legislative Day Reception	\$10,000
6		25-Feb-14	Funding to support the Partnership between the County and Village Square	\$26,500
7		11-Mar-14	Welcome Reception for Incoming Florida A&M University President Elmira Mangum	\$500
8		22-Apr-14	Additional Support for Operation Thank You!	\$10,000
9		27-May-14	Funding for the Community and Human Services Partnership online application automated system software.	\$40,000
10		8-Jul-14	Funding to support the Florida A&M University Presidential Inauguration.	\$3,000
13		<i>23-Sep-14</i>	<i>Funding to support Be The Solution, Inc. Spay and Neutering Voucher Program</i>	<i>\$29,250</i>
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
			USAGE TO DATE (TOTAL AMENDMENTS)	<u>\$219,250.00</u>
			ENDING BALANCE	30,750.00
			END BALANCE AS % OF BEGIN BALANCE	12%
			USAGE BALANCE AS % OF BEGIN BALANCE	88%

Bold, Italic items are pending Board Approval



July 25, 2014

The Honorable Kristin Dozier
Commissioner, Leon County
301 South Monroe Street
Fifth Floor
Tallahassee, Florida 32301

Re: Funding Request, Be the Solution, Inc.

Commissioner Dozier,

I write to you today to request that the Leon County Commission strongly consider including funding for Be the Solution, Inc., in the Leon County Budget for 2014-2015.

Be the Solution, Inc., is a 501(c)(3) nonprofit organization formed in 2007 to provide education to the Tallahassee community about the importance of pet overpopulation prevention and financial assistance to residents for spay and neuter surgeries. Our funding is derived from a variety of sources, including private grants and public donations, and the vast majority of our funds, approximately 83%, are spent directly on preventive surgeries. As a testament to our effective operation and low administrative costs, the Community Foundation has approved us as a charitable organization for the receipt of matching funds.

Since its inception, Be the Solution has helped fund over 10,041 surgeries and drastically reduced both the number of animals brought into the shelter and the numbers of animals euthanized in Leon County. <see included attachment> Our efforts have been successful in lowering the euthanasia rate from a high in 2009 of 57% to a current rate of 41%. In fact, this success helped the City of Tallahassee be selected by the American Society for the Prevention of Cruelty to Animals (ASPCA) as a targeted community for the investment of substantial assets with the ultimate goal of making Tallahassee a "no-kill community."

A requirement to maintain this funding and resources from the ASPCA was not met: the passage of a "trap and release" ordinance. A "trap and release" ordinance permits individuals to trap a feral cat, provide a spay or neuter surgery, and release it back into the wild. This provides residents with an incentive to obtain these

BTS Inc. is a 501(c)(3) Nonprofit Tax Exempt Organization. Federal ID Number- 20-8492640

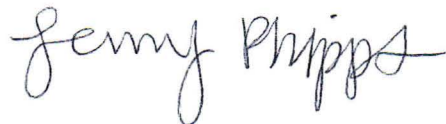
surgeries, thus curbing the creation of more feral litters and decreasing the overpopulation problem. While efforts were made to pass a "trap and release" ordinance, it was ultimately voted down.

The failure to institute a "trap and release" ordinance and continuation of the current policy was partly responsible for ASPCA reducing the funding provided to Be the Solution for the upcoming fiscal year. Although Be the Solution can still apply for funding with the ASPCA through its State Grants Department, the amounts given are a fraction of the prior grants previously awarded to Be the Solution. Without additional financial resources, this loss of funding will drastically reduce the community education and number of services that we can provide to Tallahassee.

The financial support of the City of Tallahassee and Leon County is critical if we are to continue building upon our successes in reducing the euthanasia rate, lowering the intake into the shelter, and helping eliminate the pet overpopulation problem. Our total budget shortfall is approximately \$65,000. As our request for funding is to the City and the County, we would hope the budget shortfall could be funded proportionally to the existing funding provided to the shelter, i.e. 55% from the City of Tallahassee and 45% from Leon County.

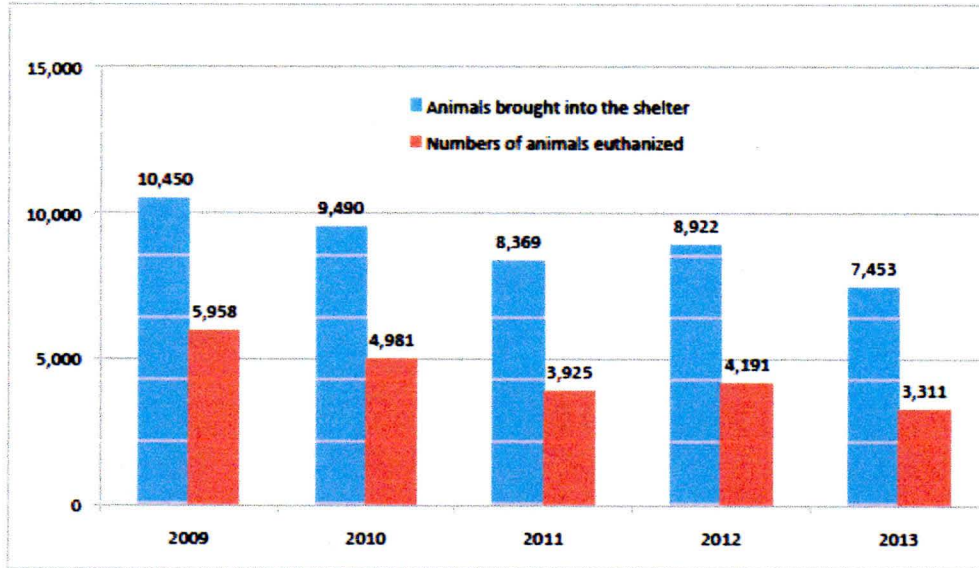
We are grateful for the support the County Commission has shown in the past, and we hope that you will continue your partnership with our organization in our time of need.

Respectfully yours,

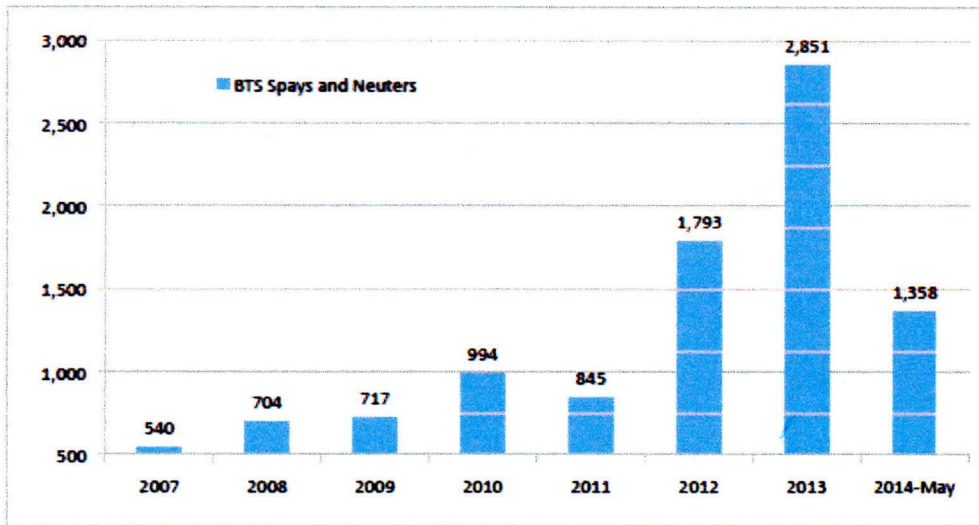
A handwritten signature in cursive script that reads "Gerry Phipps".

Gerry Phipps
President,
Be the Solution, Inc.

Shelter Intakes vs. Euthanasia



BTS Spays and Neuters



**Leon County
Board of County Commissioners**


Notes for Agenda Item #20

Leon County Board of County Commissioners

Cover Sheet for Agenda #20

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Letters of Agreement with the Agency for Healthcare Administration on Behalf of Bond Community Health Center for FY 13/14

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Eryn D. Calabro, Financial Compliance Manager Rosemary F. Evans, Healthcare Services Coordinator

Fiscal Impact:

This item has no direct fiscal impact to the County. If approved, utilizing the County funds as matching to state and federal grants will provide an additional \$832,344 to Bond Community Health Center, Inc.

Staff Recommendation:

- Option #1: Approve the Primary Care Award Alternative LIP Letter of Agreement with the Agency for Healthcare Administration (Attachment #1), and authorize the County Administrator to execute.
- Option #2: Approve the Enhanced FQHC & Others Alternative LIP Letter of Agreement with the Agency for Healthcare Administration (Attachment #2), and authorize the County Administrator to execute.
- Option #3: Authorize staff to release funds to Agency for Healthcare Administration in support of the LIP Letters of Agreement as Bond completes substantiating patient encounters to the County.

Report and Discussion

Background:

Leon County has received a request from Bond Community Health Center, Inc. (Bond) (Attachment #3) to approve the use of current year County funds as a match to leverage state and federal grant funds. At the September 2, 2014 meeting, Commissioner Proctor brought this letter to the attention of the Board. At the September 2, 2014 meeting, the County Administrator informed the Board that staff would provide an agenda item for the Board's consideration at the September 23, 2014 meeting.

Analysis:

Leon County contracts with Bond for the purpose of providing primary healthcare services. The total current year (FY2013/14) contract is for \$805,140. The contract is structured to ensure that the dollars follow the patient; the County reimburses Bond \$125 per patient encounter, up to \$577,640. Patient encounters are not required for the portion of the contract related to pharmacy services (\$177,500) and Mental Health (\$50,000) is reimbursed at \$80 per visit. This encounter structure is the same for Neighborhood Medical Center.

The Primary Healthcare Program is designed to serve those Leon County residents who fall into a coverage gap for health insurance. These are people whose income is at or below 100% of the Federal Poverty Level (FPL) and do not meet Florida's eligibility guidelines for Medicaid. The majority of this population is able-bodied working adults in low-wage jobs that do not offer insurance benefits. In order to qualify for subsidies on the Federal Health Insurance Marketplace, a person must make between 100% and 400% of the FPL. Those falling below this have no access to health insurance if they do not qualify for Medicaid, which mainly serves children, disabled adults, and some parents of qualified children. This is exactly the population the Mercer study indicated the County should be assisting through the Primary Healthcare Program. To qualify as a client for the Primary Healthcare Program, the person must:

- Be a resident of Leon County
- Live below 100% of FPL
- Be ineligible for Medicaid
- Sign a Client Participation Agreement, indicating they understand what they are applying for

These requirements have been included in Leon County's contracts with the CareNet providers for the duration of the CareNet program. In previous years, CareNet agencies were only monitored for the documentation to back up these eligibility rules at on-site monitoring one - two times per year. Previous year monitoring completed by County staff found that the documentation provided by the primary care providers was missing or erroneous in many cases.

As a way to better connect how Leon County residents were interacting with and receiving services from the Office of Human Services and Community Partnerships and ensure the intended population was being served, the HSCP Management System database was created.

It is designed to be used by the CareNet agencies to provide electronic copies of the documentation that has always been required to the County on a regular basis, instead of the sampling done at an annual on-site monitoring. The system not only provides this added level of accountability, it also allows County staff to see how clients are interacting with the various CareNet agencies. With continued analysis of the data, the intent is to provide services to clients in a more efficient and holistic way.

There are six uploads required for each client uploaded to the system. Once these documents are added, they are valid for a year, meaning the providers can bill subsequent visits for the client without having to upload new documents for each visit. The six documents are:

- Photo ID to prove the identity of the person
- Proof of residency if photo ID does not indicate Leon County residency
- Pay stubs or other income documentation provided by client
- Screenshot or uploaded form showing client's FPL percentage
- Screenshot or printout from Medicaid system indicating client does not have Medicaid for date of visit
- Signed and witnessed Client Participation Agreement

The client must provide the photo ID, proof of residency, and income documentation to the provider for upload. These are basic documents asked for by providers to determine eligibility for any sliding fee scale, not solely the Primary Healthcare Program. The remaining documents are standard intake documents maintained by the provider.

With regards to the patient encounters, the County will allow the providers until November 15, 2014 to substantiate the patient encounters seen for the entire fiscal year (ending September 30, 2014). The County has been working closely with Bond, including offering any assistance necessary to provide the necessary documentation, to ensure patient encounters are met.

Based on the approved current year contract, of the \$805,140, Bond is contracted to receive a total of \$627,640 for primary care and mental health patient encounters. To date:

- Bond has documented 2,233 primary care patient encounters which equates to \$279,125 in reimbursement
- Bond has documented 30 mental health patient encounters which equates to \$2,400 in reimbursement.
- An additional 2,387 primary care patient encounters and 595 mental health patient encounters need to be documented prior to November 15, 2014, in order for Bond to fully meet its contract requirements and receive all reimbursements.

In order to maximize the resources being brought into the community, the County has historically partnered with Bond in using the County funds to leverage state and federal matching funds. At the May 13, 2014 Commission meeting, the Board approved a First Amendment to Bond's contract, which authorized an additional Letter of Agreement with AHCA to be signed, increasing the grant matching dollars to \$594,371. Consistent with the approved contract, Bond is still required to fulfill the patient encounter requirement for any funds utilized as matching funds.

As reflected in Attachment #3, Bond is requesting the County to support utilizing County funds as matching funds to leverage state and federal funds:

- \$252,200 in County funds be approved as match funding for the Primary Care Grant award to be matched with \$152,000 in state funds and \$595,600 in federal funds, for a total of \$747,800 in additional funds being provided to Bond.
- \$57,403 in County funds be approved as match funding for the Enhanced FQHC award to be matched with \$84,544 in federal funds.
- The County's \$309,603 will leverage a total of \$832,344.

As stated by Bond in its request letter, its FQHC status has been extended to October 31, 2014, with an option to extend it for another nine months. Additionally, the organization is working on FQHC Look-Alike status and has completed the HRSA site visit for this process.

Bond intends to utilize the funds to support operations for enhancement of existing primary care services through funding of medical providers. This will decrease barriers to immediate access to primary and preventive health care for uninsured Leon County residents who have no alternative means of accessing needed care.

Staff recommends the Board authorize the County Administrator to execute the requested Letters of Agreement with the Agency for Healthcare Administration. Consistent with the contract, staff intends to release funds to ACHA as Bond completes substantiating patient encounters to the County.

Options:

1. Approve the Primary Care Award Alternative LIP Letter of Agreement with the Agency for Healthcare Administration (Attachment #1), and authorize the County Administrator to execute for County FY 2013-14.
2. Approve the Enhanced FQHC & Others Alternative LIP Letter of Agreement with the Agency for Healthcare Administration (Attachment #2), and authorize the County Administrator to execute for County FY 2013-14.
3. Authorize staff to release funds to ACHA in support of the LIP Letters of Agreement as Bond completes substantiating patient encounters to the County.
4. Do not approve the Primary Care Award Alternative LIP Letter of Agreement with the Agency for Healthcare Administration and do not approve the Enhanced FQHC & Others Alternative LIP Letter of Agreement with the Agency for Healthcare Administration.
5. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Letter of Request from Bond Community Health Center, dated August 28, 2014
2. \$34 Million Primary Care Award Alternative Low Income Pool Letter of Agreement
3. \$35 Million Enhanced FQHC & Others Alternative Low Income Pool Letter of Agreement

\$34 Million Primary Care Award Alternative LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) made and entered into in duplicate on the _____ day of _____ 2014, by and between Leon County (the County) on behalf of Bond Comm., and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2014-2015, passed by the 2014 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$252,200.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - ii. Medicaid LIP payments to Federally Qualified Health Centers.
 - iii. Medicaid LIP payments to County Health Departments
 - iv. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
2. The County will pay the State an amount not to exceed the grand total amount of \$252,200. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$63,050 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$63,050 is due as follows, November 30, 2014, March 31, 2015 and May 25, 2015.
 - c. The State will bill the County when each quarterly payment is due.
3. Attached is the LIP schedule reflecting the anticipated annual distributions for State Fiscal Year 2014-2015.
4. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this LOA. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
5. The County and the State agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

6. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2014 through June 30, 2015 and shall be terminated June 30, 2015.

\$34 Million Primary Care Award Alternative LIP Local Intergovernmental Transfers (IGTs)	
State Fiscal Year 2014-2015	
Total Funding	\$252,200

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this LOA on the day and year above first written.

Leon County

State of Florida

Signature

Stacey Lampkin
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Name

Title

\$35 Million Enhanced FQHC & Others Alternative LIP Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) made and entered into in duplicate on the _____ day of _____ 2014, by and between Leon County (the County) on behalf of Bond Community, and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2014-2015, passed by the 2014 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$57,403.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - ii. Medicaid LIP payments to Federally Qualified Health Centers.
 - iii. Medicaid LIP payments to County Health Departments
 - iv. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
2. The County will pay the State an amount not to exceed the grand total amount of \$57,403. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$14,350 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$14,351 is due as follows, November 30, 2014, March 31, 2015 and May 25, 2015.
 - c. The State will bill the County when each quarterly payment is due.
3. Attached is the LIP schedule reflecting the anticipated annual distributions for State Fiscal Year 2014-2015.
4. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this LOA. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.

5. The County and the State agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
6. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2014 through June 30, 2015 and shall be terminated June 30, 2015.

\$35 Million Enhanced FQHC & Others Alternative LIP Local Intergovernmental Transfers (IGTs)	
State Fiscal Year 2014-2015	
Total Funding	\$57,403

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this LOA on the day and year above first written.

Leon County

State of Florida

Signature

Stacey Lampkin
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Name

Title



Bond Community Health Center, Inc.

August 28, 2014

Alan Rosenzweig, Deputy County Administrator
Leon County
918 Railroad Avenue
Tallahassee, FL 32310

Dear Mr. Rosenzweig:

On behalf of the Bond Community Health Center, Inc., please accept this correspondence as a formal request to the Leon County Board of County Commissioners to approve the use of 2013/2014 county funding as Low Income Pool (LIP) matching funds for the 2014/2015 State Fiscal Year (SFY).

Bond was originally authorized to utilize \$594,371 in county funding as match dollars to maximize state and federal funding. As a result of concerns expressed over whether Bond would meet its patient visit requirements, only \$252,677 was actually remitted and utilized as matching funds, leaving a balance of \$341,694.

Bond is requesting that \$309,603 of the remaining funds be used as follows:

- \$252,200 be approved as match funding for the \$34 Million Primary Care award to be matched with \$152,000 in state funds and \$595,600 in federal funds, for a total of \$1,000,000.
- \$57,403 be approved as match funding for the \$35 Million Enhanced FQHC award to be matched with \$84,544 in federal funds for a total of \$141,947.

The Florida Agency for Health Care Administration has provided a Letter of Agreement for each of the matching funds requests and is ready to expedite our funding upon approval by the County.

As you are aware, Bond has encountered significant obstacles during the past few months. In March 2014, we were informed that Service Area Competition grant had been awarded to another agency and that our FQHC status would expire on July 31, 2014. Working with our federal legislative delegation (particularly the Congressional Offices of Representative Steve Southerland and Senator Bill Nelson) Bond was able to persuade its primary federal funding agency, the Health Resources and Services Administration (HRSA), to extend Bond's FQHC status through October 31, 2014. Please note that Bond is legally authorized to extend its FQHC status for as long as nine (9) more months, if necessary]

**1720 South Gadsden Street - Tallahassee, Florida 32301
Telephone: 850.876.4073 - Fax 850.576.2824**

We have completed and submitted our application for FQHC "Look Alike" status and last month underwent an operational site visit conducted by HRSA to assess Bond's compliance for Look Alike designation. The site visit resulted in Bond meeting all but one of the HRSA Look Alike programmatic requirements, and corrective action was taken within two (2) days of the site visit to satisfy the one requirement that was deemed marginally deficient. We are reasonably certain that we will be awarded FQHC Look Alike status before the expiration of our FQHC status at the end of October.

Bond is pleased to inform you that subsequent to receiving notice that our FQHC status would expire, we have gone through a re-organization and adopted a new business model to ensure sustainability and continuance of our mission to provide quality healthcare to the uninsured and underinsured citizens in our area. We continue to see hundreds of patient on a weekly basis and have observed no significant drop-off in the demand for our services.

Bond also experienced the hardship of not receiving \$570,974 of anticipated funding during the latter part of its 2013/2014 fiscal year (7/1/13-6/30/14). This funding was a combination of county, state and federal funds that were not remitted due to concerns over whether or not Bond would meet the Leon County uninsured patient encounter requirements of the grant. It goes without saying that the unanticipated loss of this funding along with the loss of the FQHC funding has put a strain on Bond's cash flows and cash reserves.

In an effort to assist Bond in addressing the concern of patient visits, the County facilitated a method for Bond to upload patient visits subsequent to the 45 day submission requirement. Bond is pleased to report that it has met its patient encounter requirement for all monies received thus far. Furthermore, we are confident that we will meet the required patient encounters required for full 2013/2014 funding. In an effort to meet the remaining 2,477 patient visit required by Leon County, we are currently analyzing a pool of approximately 7,000 patient visits to determine which ones qualify as Leon County visits. We will then authenticate any missing documentation necessary to qualify that patient visit for uploading to Leon County. Our outreach staff is actively contacting and /or visiting these patients to secure the necessary documentation.

Given the factors outlined above, Bond respectfully asks that you approve our request outlined in paragraph three and make these match funds available immediately. Thank you in advance for your consideration of our request.

Sincerely,
Bernard Goodman
Bernard Goodman, CEO

CC: Candice Wilson, Director, Office of Human Services & Community Partnerships

1720 South Gadsden Street - Tallahassee, Florida 32301
Telephone: 850.876.4073 - Fax 850.576.2824

**Leon County
Board of County Commissioners**


Notes for Agenda Item #21

Leon County Board of County Commissioners

Cover Sheet for Agenda #21

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Award Bid to Sentinel Offenders Services for Electronic Monitoring and Associated Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Wanda Hunter, Director, Office of Intervention and Detention Alternatives

Fiscal Impact:

This item has been budgeted and adequate funding is available pending adoption of the FY 2015 budget.

Staff Recommendation:

Option #1: Approve the award of bid to Sentinel Offender Services for electronic monitoring and associated services, and authorize the County Administrator to negotiate and execute a contract with Sentinel Offender Services, in a form approved by the County Attorney.

Report and Discussion

Background:

At the Board's June 27, 2011 Budget Workshop, staff provided an analysis of the approach to providing GPS offender and defendant monitoring services to the Courts. Staff concluded that privatization would result in a significant savings, while providing the same level of services to the Courts. The Board approved an initial bid award for this service delivery model to Sentinel Offender Services, LLC (Sentinel) on September 13, 2011. The resulting Agreement with Sentinel is for a period of two years, commencing on October 1, 2011 and continuing until September 30, 2013; and at the County's sole option, the Agreement may be extended for two additional one-year renewal periods. If both one-year extension options were exercised, the Agreement with Sentinel would expire on September 30, 2015.

In a letter dated, October 11, 2012, Sentinel indicated that, while all other aspects of the Program were working, they were experiencing difficulty with the collection aspect of the contract and requested that the county begin paying the monitoring fees for program participants who became more than \$75 behind. In considering Sentinel's request, staff completed a cost benefit analysis to determine whether it would be more beneficial to return to an in-house program. It was ultimately determined that returning to the former model was not ideal. In response, a January 29, 2013 agenda item was presented to the Board, which sought Board approval to amend the Agreement with Sentinel (First Amendment). As described in the relevant agenda item, staff negotiated with Sentinel and proposed an annual compensation of \$123,000 to offset their revenue losses, and would exercise the first one-year extension, resulting in a September 30, 2014 end date, unless the second one-year extension were subsequently exercised.

Analysis:

On February 16, 2014, Request for Proposal (RFP) BC-03-18-14-23 was issued for Electronic Monitoring and Associated Services. The RFP was advertised locally and 297 vendors were notified through the automated procurement system. A total of seven vendors requested proposal packages. The proposals were opened on March 18, 2014, and there were two responses; Sentinel Offender Services and Alcohol Monitoring Systems. Two additional proposals were submitted after the opening date and time and considered non-responsive. Of the two responsive proposals, only one offered both Alcohol and GPS monitoring services. Due to a lack of competition, all proposals were rejected and the RFP for Electronic Monitoring and Associated Services was re-solicited.

On April 3, 2014, a Request for Proposal (RFP) was issued for Electronic Monitoring and Associated Services (Attachment #1). The RFP was advertised locally and 297 vendors were notified through the automated procurement system. A total of 7 vendors requested proposal packages. The proposals were opened on May 1, 2014, and there were four responses (Attachment #2):

- Alcohol Monitoring Systems
- East Coast Judicial Monitoring
- Offender Management Services
- Sentinel Offender Services

An evaluation committee was formed to evaluate the proposals. The following committee members were appointed by the County Administrator:

- Wanda Hunter, Director, Office of Intervention & Detention Alternatives
- Teresa Broxton, Division of Supervised Pretrial Release
- James “Brian” Crum, Division of Drug and Alcohol Testing
- Susan Wilson, Director of Research and Data Court Administration
- Hermon Davis, Management Information Systems

The evaluation committee met on May 1, 2014 to receive the proposals, establish the process for review, elect a chair, and schedule the subsequent committee meetings. The committee met again on May 13, 2014 to discuss the overall evaluation of the proposals based on the criteria identified in the RFP, and to determine if interviews by the selection committee were necessary. Based upon the evaluation of the proposals and the cost structure, the committee selected the following vendors for interviews:

- Alcohol Monitoring Systems
- East Coast Judicial Monitoring
- Offender Management Services
- Sentinel Offender Services

Interviews were conducted on May 29, 2014. On June 5, 2014, the committee met to discuss information provided in the interviews and shared information they received from reference checks. The committee then collaboratively scored the vendors based upon their responses and the interviews. A copy of the committee’s score sheet is included as Attachment #3 and is summarized as follows:

Evaluation Committee’s Score Sheet - Summary					
Firm Name	Firm Experience (20 points max)	Approach (40 points max)	Cost (35 points max)	Local Preference (5 points max)	Total (100 points max)
East Coast Judicial Monitoring	10	15	22	5	52
Offender Management Services	15	32	30	0	77
Sentinel Offender Services	20	36	28	3	87
Alcohol Monitoring Systems (SCRAM)	20	15	20	0	55

The committee agreed unanimously to recommend Sentinel Offender Services as the vendor to provide electronic monitoring services.

On June 12, 2014, the Purchasing Division posted an intended decision to award the RFP to Sentinel Offender Services. On June 13, 2014, East Coast Judicial Monitoring submitted intent to protest the intended decision and was provided with information relating to protest procedures.

On June 23, 2014, East Coast Judicial timely submitted a formal protest along with the required protest bond.

Pursuant to Purchasing Policy 96-1, the Procurement Appeals Board, appointed by the County Administrator is responsible for addressing the formal protest of the intended decision. The Procurement Appeals Board consisted of the following individuals:

- Kim Dressel, Chair, County Administration
- Tim Barden, member, Office of Management & Budget
- Robert Mills, member, Division of Solid Waste Management

A Procurement Appeals Board hearing was scheduled for September 4, 2014. East Coast Judicial Monitoring was present as the Petitioner (Protester) with Sentinel Offender Services present as an Intervenor. Purchasing staff was present to represent the procurement process. The evaluation committee and various other individuals were present as witnesses. The hearing continued into the afternoon of September 5, 2014. Upon conclusion of closing statements by East Coast Judicial Monitoring, Sentinel Offender Services, and the Leon County Purchasing Director, the Procurement Appeals Board began deliberations. After being advised by LaShawn Riggans, Assistant County Attorney, of relevant case law and definitions of certain terms, the Procurement Appeals Board considered allegations raised by East Coast Judicial Monitoring, LLC, and rebuttals raised by Sentinel Offender Services, LLC, and based upon competent, substantial evidence presented during the hearing, the Procurement Appeals Board unanimously ruled as follows:

The Petitioner did not establish that the Intended Decision of the County was clearly erroneous in that the County violated a rule, policy, procedure or law; or that the Intended Decision was predicated upon an improper basis, such as bias, prejudice, etc.; or that it was arbitrary or contrary to competition. Although reasonable persons could disagree on the outcome of a bid score, or otherwise, that alone is not sufficient grounds to overturn the Intended Decision of the County to award the bid to Sentinel.

Therefore, the Procurement Appeals Board rejected the claims raised by East Coast Judicial Monitoring, LLC.

Options:

1. Approve the award of bid to Sentinel Offender Services for electronic monitoring and associated services, and authorize the County Administrator to negotiate and execute a contract with Sentinel Offender Services, LLC, in a form approved by the County Attorney.
2. Do not approve the award of the bid to Sentinel Offender Services for electronic monitoring and associated services.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. RFP No. BC-05-01-14-32
2. Tabulation Sheet
3. RFP No. BC-05-01-14-32 Committee Score Sheet



REQUEST FOR PROPOSALS

FOR

**ELECTRONIC MONITORING AND ASSOCIATED
SERVICES**

PROPOSAL NUMBER BC-05-01-14-32

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA**

Release Date: April 3, 2014

I. INTRODUCTION

Leon County Florida is accepting requests for proposals from qualified Contractors for the provision of global positioning satellite (GPS) and Alcohol Electronic Monitoring Services for defendants and offenders supervised by the Office of Intervention and Detention Alternatives. Responders may compete for all or part of these services in any combination which include Active, Passive, and Radio Frequency/House Arrest GPS electronic monitoring equipment, alcohol monitoring equipment and/or an all-in-one device that would provide both GPS and alcohol monitoring. Contractor staff support to include alert services 24 hours a day, 7 days a week (24/7) and equipment enrollment, activation, and maintenance. Costs associated with equipment and/or services must be detailed in your response. The Scope of Services is defined in Section III.

The contract resulting from this RFP shall be for a period of twenty-four (24) months, commencing on or about October 1, 2014 and shall continue until September 30, 2016. After the initial twenty-four month period, at the discretion of the County, the contract may be extended for no more than two additional (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

Leon County reserves the right to negotiate with the successful vendor for any related items not specifically listed following the award.

This is a re-bid due to a lack of competition from a previous RFP # BC-03-18-14-23. Questions and answers issued from the original RFP have been attached as Attachment A to assist you in preparing your response to this RFP.

II. GENERAL INSTRUCTIONS:

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

*BC-03-18-14-23
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308*

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.

- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/Purchasing/Addenda>

Public Meetings: <http://www.leoncountyfl.gov/Purchasing/PublicMeetingNotices>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
April 3, 2014	Release of the RFP
April 17, 2014	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
May 1, 2014 at 2:00 PM	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308

- D. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly W. Kelley and Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Vendors are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than seven days prior to the date for receipt of proposals, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- E. Prohibited Communications: Any Form of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
 2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on

behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- F. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

- G. Proposer Registration: Proposers who obtain solicitation documents from sources other than the Leon County Purchasing Division or DemandStar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division or online through DemandStar.com may cause your submittal to be rejected as non-responsive.

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available online at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

- H. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.

- I. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Purchasing/TabulationSheets>. A vendor may request, in their submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

- J. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the vendor.
- K. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- L. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- M. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- O. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- P. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- Q. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- R. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida

Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

S. Audits, Records, and Records Retention:

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

T. Monitoring:

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being

deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting:

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

- V. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/addenda>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

- W. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the

attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

- X. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/purchasing/IntendedDecision> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

- Y. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

III. SCOPE OF SERVICES:

Leon County requests proposals from qualified Contractors for the provision of global positioning satellite (GPS) and Alcohol Electronic Monitoring Services for defendants and offenders supervised by the Office of Intervention and Detention Alternatives. The responses may compete for all or part of these services in any combination which include Active, Passive, and Radio Frequency/House Arrest GPS electronic monitoring equipment, alcohol monitoring equipment and/or an all-in-one device that would provide both GPS and alcohol monitoring. Contractor staff support to include alert services 24 hours a day, 7 days a week (24/7) and equipment enrollment, activation, and maintenance. The anticipated number of offenders to be monitored/ tracked may range from one to one-hundred offenders on a continuous basis. However, Leon County is not obligated to maintain a minimum or maximum number of offenders on the system. Depending on the services the contractor is competing for, all or part of the following will be required:

- A. Electronic Monitoring Database System: The Contractor shall utilize a system that is capable of being accessed through a secure internet connection and fully supported by a secure database for transactional records. Records shall include, but are not limited to tracking offenders' GPS points and monitoring for the presence of alcohol, date, time, speed and direction of travel. Records shall also include monthly statistical data identifying the name of each offender monitored during the month and the number of alerts for each offender monitored during the period. Information in the database shall include the total number of days each offender was monitored. The Contractor must provide all GPS points, date, time, speed, and direction of travel and alcohol monitoring to include the presence of alcohol and

- level. All equipment and systems furnished shall be standard products of the manufacturer, shall be in proper working order, clean and free from defects of features affecting appearance, service ability, or the safety of the offender in normal intended use. No deviations from these minimum specifications shall be permitted without the prior written approval of the Office of Intervention and Detention Alternatives. The Contractor must provide all information and make it available to Leon County five years beyond the contract termination date.
- B. Enrollment: Contractor must ensure client enrollment occurs on the day of release from jail and prior to release from the jail facility as determined by the court order or Leon County Office of Intervention and Detention Alternatives.
 - C. Alerts: Contractor must detect, respond to, and/or address all alerts of non-compliance with preset schedule and location where applicable. Contractor must notify identified Leon County Office of Intervention and Detention Alternatives of significant alerts such as equipment tampering, exclusionary zones, alcohol detection alerts, or equipment removal alerts.
 - D. Victim Support: Contractor shall provide notification equipment (beeper, cell phone, etc.), if available, and instructions to victims regarding offenders' electronic monitoring equipment as it relates to the court's order of no victim contact. Victim information will be provided by Leon Office of Intervention and Detention Alternatives.
 - E. Contact/Reporting: Contractor shall maintain daily contact and communication (verbal and written) with identified Leon County Office of Intervention and Detention Alternatives staff regarding alerts and equipment violations to ensure staff may provide timely notification to the court of non-compliance with court order conditions. Statistical reports, as defined by Leon County Office of Intervention and Detention Alternatives, of the previous month's activities shall be submitted no later than the 15th day of the following month.
 - F. Expert Testimony: Contractor's appropriate staff must be available to attend court to provide expert witness testimony and supporting documentation, if needed, regarding electronic monitoring equipment and/or defendant monitored activities.
 - G. Training of Office of Intervention and Detention Alternatives Staff:
 - 1. Contractor will provide instruction and appropriate written documentation on the proper use of equipment to no fewer than five staff members, including affixing and removing electronic monitoring bracelet.
 - 2. Contractor will provide instruction and hands on training on the proper use of equipment to no fewer than five staff members, including affixing and removing electronic monitoring bracelet.
 - H. Payment: Contractor shall retain all fees. Proposed costs should include both an itemized listing of the costs to the offender/defender and any additional payment expected directly from Leon County. Clients shall be responsible for payment of electronic monitoring fees directly to the Contractor. Leon County shall not be liable for any uncollected fees.
 - I. Liability of Equipment: Leon County shall not be liable for any equipment lost or damaged by the offender.
 - J. Service for Defendants/Offenders: The contractor will be responsible for:
 - 1. Providing regular equipment diagnostics on a weekly basis for all offenders and defendants. A diagnostic report must be sent to Leon County Office of Intervention and Detention Alternatives staff weekly.

2. Immediately addressing equipment issues for offenders/ defendants who reside inside and outside of Leon County. A report must be sent to Leon County Office of Intervention and Detention Alternatives staff regarding equipment issues and resolutions within 24 hours. The report should identify the issue and how it was addressed.
- K. Records Requests: The contractor will be responsible for providing public records requests or other records requests in a timely manner but no more than 10 business days of the initial request.

IV. REQUIRED SUBMITTALS:

Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As a part of our sustainability program, Leon County is reducing the excess packaging, binders, and waste associated with submittals.

A. CONTRACTOR INFORMATION

Firm name or Joint Venture, business address and office location, telephone number. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm. Also provide address of the office where services will be provided to clients, if different.

B. EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the company, its capabilities, and the distinctive competitive attributes of the respondent to provide the scope of services. Give the names of the person(s) who will be authorized to make representations for the respondent, their title(s), address(es), and telephone and fax number(s).

The summary must be limited to a maximum of two pages and the signer of the RFP must declare that the RFP is in all respects fair and in good faith without collusion or fraud and that the signer of the RFP has the authority to bind principal proponent.

C. EXPERIENCE AND EXPERTISE

Applicants shall provide an information package that addresses the Selection Criteria listed in Section V. below. Applicants shall consider the general information provided herein and provide information appropriate for consideration for this contract. Specific information to be submitted is listed below.

1. List other clients for whom you have provided similar services. These should best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 clients, nor clients which were completed more than three (3) years ago.)
 - 1) Name and location of the Client
 - 2) The nature of your services and responsibility
 - 3) Clients representative name, address and phone number
 - 4) Date services were completed or are anticipated to be completed
2. Describe basic and special resources available to the firm for the performance of the duties. Examples would be specialty software, monitoring equipment, computers, vehicles, etc.

D. APPROACH AND SERVICES

Describe how you would deliver the required services, and outline the specific services to be provided (Address paragraphs A through K in the Scope of Services). Describe clearly and concisely the tasks and activities that you will perform. Include a representative time/task schedule. Describe how you will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.

E. COSTS

Please indicate the service(s) that your agency is willing to provide by marking an 'X' in the adjacent column. For every service that is marked, provide a detailed response noting specific costs for each service. The Contractor shall retain all fees. Proposed costs should include both an itemized listing of the costs to the offender/defender and any additional payment expected directly from Leon County. Clients shall be responsible for payment of electronic monitoring fees directly to the Contractor. Leon County shall not be liable for any uncollected fees.

Available Services	
Service	
GPS Equipment Only	
Alcohol Monitoring Equipment Only	
GPS and Alcohol Monitoring Equipment Only	
GPS Equipment and 24/7 Call Monitoring	
GPS Equipment, 24/7 Call Monitoring, and Staff (i.e., responsible for affixing/removing equipment and are available 24/7)	
Alcohol Monitoring Equipment and Services (i.e., responsible for affixing/removing equipment and generating reports to IDA staff)	

F. REQUIRED FORMS

Complete and submit the following forms: Affidavit Certification Immigration Laws; Equal Employment Policies; Insurance Certification Form; Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions; and if applicable, the Local Vendor Certification form.

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Purchasing Division website at: www.leoncountyfl.gov/Purchasing/notices/index.asp and in the Purchasing Division Offices

no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.

- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.

- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.

- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

CRITERIA	MAXIMUM RATING
Firms Experience	20
Approach	40
Cost	35
Local Preference	5
TOTAL	100

VI. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

- A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
 - 1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.

2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBEs and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBEs, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondents pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property

damage per occurrence with a \$2,000,000 annual aggregate.

- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employers Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages **(County is to be named as Additional Insured).**
 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insureds general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractors insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractors insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 4. The Contractors insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurers liability.
 5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
- b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after

thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests rating of no less than A:VII.

5. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

X. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

XI. AGREEMENT:

After the proposal award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

XII. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley, Purchasing Director

Kristin Dozier, Chairman
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

BY _____
(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

**Attachment A
 Questions & Answers from Original RFP**

1. We noticed that in 2011, Leon County posted a bid for GPS monitoring for Leon County Probation; however, this bid #BC-03-18-14-23 is for the Office of Intervention and Detention Alternatives. Please clarify whether this a separate contract, a new program, or possibly the result of a reorganization?

This is the result of reorganization in 2012, which expanded its duties and resulted in a name change.

2. What is the annual budget for the new contract?

The budget is driven by the structure of the respondent's contract.

3. Please provide the make and model of all equipment currently under contract and the daily rate for each.

Current GPS provided utilizes a UniTrak (one piece) or the Trakmate (two piece) in addition to either a landline or cellular home monitoring unit (HMU).

GPS Equipment and Alcohol Monitoring Equipment Makes & Models	Current Daily Rate
Sentinel GPS Active Tracking (Unitrak or Trakmate)	\$8.50-\$9.15 (based on sliding scale)
Sentinel GPS Intermediate Tracking (Unitrak or Trakmate)	\$8.25-\$8.95 (based on sliding scale)
Sentinel GPS Passive Tracking (Unitrak or Trakmate)	\$7.70-\$8.35 (based on sliding scale)
Alcohol Monitoring Services SCRAM X Bracelet	\$7.70 daily
Alcohol Monitoring Services SCRAM X Base Station	Included in \$7.70 daily cost
Alcohol Monitoring Services SCRAM X Multi-Connect Device	\$20 monthly rental & \$1 per day when in use

4. Please provide the average units on leg for the month of January 2014.

GPS monitoring 82 and alcohol monitoring 38.

5. Please indicate by device type, how many units were lost, damaged, or stolen in the calendar year, January through December 2013.

Information not provided by GPS provider.

6. How many local or on-site case managers are provided by your current contractor and on what days of the week?

Two case managers at 40 hours per week. Also, available on-call for after-hours enrollments or equipment trouble shooting.

7. Please clarify the specific services currently provided by the vendor's case managers?

Enrollment and removal of equipment; equipment maintenance; weekly meetings with defendants to check equipment; 24 hour monitoring of violations; notification to Pretrial staff as needed.

8. Is the County's current contractor providing drug testing?

No

9. Does the currently contracted GPS tracking device have advanced onboard processing technology that provides the capability of calculating compliance and non-compliance with geographic zones without being connected to the host system?

Yes

10. Page 7. Local Business Definition: Does subcontractor participation qualify for the 5-point local business preference scoring on Purchasing and Contracting?

No

11. Page 9. B-Enrollment: Please indicate how the contractor will receive communication regarding upcoming jail releases/enrollments and how much notice will be provided?

The contractor will be notified by the Pretrial staff of a pending release. Typically, Pretrial staff is made aware of the GPS requirement at the court enters the order. Notification is immediately provided to the contractor.

12. What is the average number of days on leg per offender or average installs per month?

For GPS monitoring, the period of January 2013 – December 2013 there were a total of 114 enrollments which averages to 9.5 per month.

For SCRAM monitoring, the period of January 2013 – December 2013 there were a total of 104 enrollments which averages to 8.6 per month.

13. Contact/Reporting: *Contractor shall maintain daily contact and communication (verbal and written) with identified Leon County Office of Intervention & Detention Alternatives staff regarding Alerts and equipment violations...* Could you please clarify the form of "written" communication? Could this include emails or text?

Yes; Staff maintains contact through e-mails and various reports.

14. Page 9. H-Payment: *Proposed costs should include both an itemized listing of the costs to the offender/defender and any additional payment expected directly from Leon County.*

Please clarify "additional payments" and indicate any additional payments being collected by the current contractor?

Our interpretation of additional payments includes, but is not limited to lost equipment and/or enrollment fees. Current provider imposes a one-time enrollment fee.

15. Page 11 E-Costs: Public records indicate that the current contractor may be receiving a supplement payment from the county for uncollectable offender fees greater than \$75 per offender.

a. Is the County willing to continue this supplemental payment?

To be determined when bid responses are reviewed.

b. Is the County currently reimbursing the contractor for travel expenses?

No

16. Page 13. MBE and WBE Participation: Please indicate the current contractor's level of MBE and WBE participation as a percentage of the annual contract value—combined direct billings and offender payments?

None

17. Page 13. MBE and WBE Participation: The RFP states, *Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services...* If vendors provide MBE/WBE participation in the services component of this bid, will there be a scoring benefit in the evaluation for MBE/WBE participation?

No; please contact the M/WBE Coordinator for further clarification.

18. In the First Amendment to Agreement between Leon County, Florida and Sentinel Offender Services, LLC, dated January 31, 2013, *the contract amount will not exceed \$123,000.00*. In the current RFP, *Section H. Payment* states: *It is the preference of Leon County that this be a totally client fee driven system.*

What does the sum appropriated to the Sentinel Offender Services of \$123,000.00 represent?

The mutually agreed upon appropriation offset unanticipated costs to the contractor due to factors that changed after the contract was executed.

19. Is it permissible for vendors to modify the cost form to include the following:

A flat rate for install and a flat rate for retrieval?

A pricing option for a victim phone for GPS notification?

Yes, the vendor may structure his cost as he deems appropriate. Per the RFP, please specify and outline a description of any costs.

20. How many victims utilized vendor provided victim notification devices in 2013?

One

What device did the County utilize to notify the victim?

Telephone

21. Regarding your SCRAM equipment:

Who is currently installing your SCRAM equipment?

County staff

On average how many SCRAM installs did the County have weekly in 2013?

2 enrollments per week

On average how many SCRAM retrievals (removals from the system) did the County have weekly in 2013?

2 deactivations per week

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____ NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone:
	Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone:
	Fax:

Signature of Authorized Representative Date

STATE OF _____
COUNTY _____
OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By _____ of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a _____ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has _____ as identification.
produced _____

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

**LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-05-01-14-32**

RFP Title: **Electronic Monitoring and Associated Services**

Opening Date: **Thursday, May 1, 2014 at 2:00 PM**

Item/Vendor	<i>EastCoast Judicial</i>	<i>Offender Mgmt. Services</i>	<i>Sentinnel</i>
Original - Marked	<i>yes</i>	<i>yes</i>	<i>yes</i>
5 Copies	<i>yes</i>	<i>yes</i>	<i>yes</i>
Manual Signature	<i>yes</i>	<i>yes</i>	<i>yes</i>
EEO	<i>yes</i>		<i>yes</i>
Insurance	<i>yes</i>		<i>yes</i>
Certificate Debarment	<i>yes</i>		<i>yes</i>
Affidavit of Immigration	<i>yes</i>		<i>yes</i>
Tie Bid			
Drug Free Work Place	<i>yes</i>		<i>yes</i>
No Bid Document			

Tabulated By: *[Signature]*

Joanne Jennings

**LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-05-01-14-32**

Attachment #2
Page 2 of 2

RFP Title: Electronic Monitoring and Associated Services

Opening Date: Thursday, May 1, 2014 at 2:00 PM

Item/Vendor	<i>Alcohol Monitoring Systems</i>		
Original – Marked	<i>yes</i>		
5 Copies	<i>yes</i>		
Manual Signature	<i>yes</i>		
EEO	<i>yes</i>		
Insurance	<i>yes</i>		
Certificate Debarment	<i>yes</i>		
Affidavit of Immigration	<i>yes</i>		
Tie Bid			
Drug Free Work Place	<i>yes</i>		
No Bid Document			

Tabulated By: 

Joanne Jennings

**EVALUATION OF PROPSALS FOR ELECTRONIC MONITORING
AND ASSOCIATED SERVICES**

PROPOSAL NUMBER BC 03-18-14-23

Date 5/5/14

Firm Name	Firm Experience (20)	Approach (40)	Cost (35)	Local Preference (5)	Total
Applicant A: <i>East Coast Judicial Monitoring</i>	10	15	22	5	52
Applicant B: <i>Offender Management Services</i>	15	32	30		77
Applicant C: <i>Sentinel Offender Services</i>	20	36	28	3	87
Applicant D: <i>Alcohol Monitoring Systems (SCRAM)</i>	20	15	20		55

*Wanda Hurd
Committee Chair*

**Leon County
Board of County Commissioners**


Notes for Agenda Item #22

Leon County Board of County Commissioners

Cover Sheet for Agenda #22

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Negotiate Agreements for Continuing Supply Architectural and Engineering Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development Tom Brantley, P.E., Director, Department of Facilities Management
Lead Staff/ Project Team:	John Ward, Construction Manager

Fiscal Impact:

This item has a fiscal impact. The cost is included in the Capital Improvement Project (CIP) budgets for each individual project.

Staff Recommendation:

Option #1: Authorize staff to negotiate agreements for continuing supply Architectural and Engineering services with the consultants recommended, and authorize the County Administrator to execute the agreements, in a form approved by the County Attorney.

Report and Discussion

Background:

An ongoing function of the Division of Facilities Management is to provide for the timely maintenance, renovation, and construction of County buildings and components. Many of these activities require the professional services of licensed design professionals for the proper planning of spacial elements, and for ensuring an adequate response to the various site, civil, structural, mechanical, plumbing, and electrical requirements the current building codes require. These architectural and engineering services are frequently referred to as A & E services.

Chapter 481, Florida Statutes (F.S.), sets forth the licensing and practice requirements for architecture and interior design, within Part I of said chapter. Professional licensing of architects is mandatory when monetary values of work are in excess of \$25,000. However, Leon County employs two full-time professional architects, and one full-time professional engineer, who may periodically perform work that is in excess of these limits. Nevertheless, routine supplementation of their services is still required given their design specialties, time availability, and demands from workload.

Facilities Management has previously made use of a “continuing-contract” list of firms for providing ongoing architectural, mechanical, plumbing, electrical, and engineering services, in addition to the services already provided by staff. This particular approach to the procurement of outside professional services is permitted pursuant to Section 287.055, F.S., otherwise known as the Consultant’s Competitive Negotiation Act (CCNA). “Continuing Contract” is defined in 287.055(2) (g), as applicable to projects less than \$2,000,000 construction costs and studies less than \$200,000 fee. Standard fees for a \$2,000,000 project range from \$120,701 to \$171,945, depending upon complexity. Therefore, all of the work that will be procured through these continuing contracts fall within the approval limits of the County Administrator.

The Selection Committee was formed and appointed by the County Administrator as follows:

Graham Stewart, Real Estate Manager
John Ward, Construction Manager, Facilities Management
Carl Morgan, Construction Manager, Facilities Management
Eryn Calabro, Financial Compliance Manager, Housing and Human Services
Felton Ard, Sr. Design Engineer, Public Works

Analysis:

On May 23, 2014, Continuing Supply Services RFP # BC-06-21-14-41 was broadcast locally and 989 plan holders were notified through the automated procurement system. A total of 68 plan holders requested the RFP package, which on July 10, 2014, resulted in proposals being submitted by 24 firms. The Bid Tabulation Sheets are included as Attachment #1. The 24 firms submitting proposals are indicated in Table 1:

1	Barnett, Fronczak, Barlowe Architects	13	Billerreinhardt
2	EMO	14	Bliss & Nyitray, Inc.
3	Lewis & Whitlock	15	George & Associates Consulting
4	Fitzgerald Collaborative Group	16	Johnson & Milner
5	Shuler Architects & Associates	17	Spectra Engineering
6	Hoy & Stark Architects	18	DRMP
7	Hammond Design	19	Genesis Group
8	Dodstone Group	20	Locklear & Associates
9	MLD Architects	21	H2 Engineering
10	CRA	22	Rosenbaum Engineering
11	Preble-Rish	23	Pinnacle Engineering Group
12	Nobles Consulting Group	24	Modern Professional Engineering

The Selection Committee met initially on July 14, 2014 to receive the proposals, establish the process for review, elect a chairperson, and schedule the subsequent committee meetings. The committee used the Board-approved Professional Services Criteria Matrix and Point Criteria outlined in the procurement to evaluate and score the proposals. This required each proposal received to be fitted into appropriate review categories consisting of architecture, interior design, electrical engineering, mechanical engineering, plumbing engineering, and site-civil engineering. In fact, some firm's proposals were considered for multiple categories of work, whereas others were considered for just one category alone.

Because of the low response rate received in some categories, such as Mechanical, Electrical, Plumbing (MEP), every firm that submitted a proposal was recommended, unless excluded by the committee due to limiting conditions discovered in the proposals. Furthermore, it was determined by the committee that the responding architectural firms could perform interior design services with in-house staff. The Committee met again on August 4 and 5, to discuss and develop scoring of the proposals. The minutes of these meetings are included as Attachment #2. The final scorings developed by the Selection Committee are indicated in Attachment #3.

MWBE aspirational targets were not set forth in this RFP. This is because the 2009 Disparity Study Update did not recommend aspirational subcontracting targets for Architecture & Engineering (A&E) services, for either minority-owned (MBE) or women-owned (WBE) businesses. Consistent with the study, Board Policy No. 96-1, "Purchasing and Minority, Women and Small Business Enterprise Policy" does not include aspirational subcontracting targets for A&E services (Attachment #4).

The committee recommends the award of contracts to the firms noted in Table 2:

Table 2 – A/E Firms Recommended by the Selection Committee			
	Architectural & Interior Design Services		Engineering Services
1	Barnett, Fronczak, Barlowe		<i>Electrical</i>
2	Dodstone Group	1	H2 Engineering
3	Hoy & Stark	2	Pinnacle Engineering
4	Lewis & Whitlock		<i>Mechanical</i>
5	Hammond Design Group	1	H2 Engineering
6	MLD Architects	2	Pinnacle Engineering
7	CRA	3	Modern Professional Engineering
			<i>Plumbing</i>
		1	H2 Engineering
		2	Pinnacle Engineering
			<i>Structural</i>
		1	Rosenbaum Engineering
		2	Bliss & Nyitray, Inc.
			<i>Civil Engineering</i>
		1	Preble-Rish
		2	Genesis Group
		3	Nobles Consulting Group
		4	DRMP
		5	Spectra Engineering

The proposed term of all services' agreements will initially be two years, followed by three one-year extensions at the County's option, for a maximum total of five years.

Options:

1. Authorize staff to negotiate agreements for continuing supply Architectural and Engineering services with the consultants recommended, and authorize the County Administrator to execute the agreements, in a form approved by the County Attorney.
2. Authorize staff to negotiate agreements for continuing supply Architectural and Engineering services with an amended list of consultants, and authorize the County Administrator to execute the agreements, in a form approved by the County Attorney.
3. Do not authorize staff to negotiate agreements for continuing supply Architectural and Engineering services.
4. Board direction.

Recommendation:

Option #1.

Attachments:

1. Bid Tabulation Sheet
2. Meeting Minutes
3. Final Scoring Sheet
4. MWSBE Memo

LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-06-21-14-41

RFP Title: Architectural, Engineering, Interior Design, and Related Services; CS

Opening Date: Thursday, July 10, 2014 at 2:00 PM

Item/Vendor	Barnett, Fronczak, Barlowe Architects	Billerreinhardt	EMO	Bliss + Nyitray, Inc.
Original - Marked	Yes	Yes	Yes	Yes
5 Copies	Yes	Yes	Yes	Yes
Electronic Copy	Yes	Yes	Yes	Yes
EEO	Yes	Yes	Yes	Yes
Insurance	Yes	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes	Yes
Category:				
A. Electrical	-	-	-	-
B. Mechanical	-	-	-	-
C. Plumbing	-	-	-	-
D. Structural	-	Yes	-	Yes
E. Site Civil	-	-	-	-
F. Architectural	Yes	-	Yes	-
G. Interior Design	Yes	-	Yes	-
No Bid Document				

Tabulated By:

Shelly Kelley

[Signature]

**LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-06-21-14-41**

RFP Title: Architectural, Engineering, Interior Design, and Related Services; CS

Opening Date: Thursday, July 10, 2014 at 2:00 PM

Item/Vendor	George + Associates Consulting	Lewis + Whitlock	Johnson + Milner	Fitzgerald Collaborative Group
Original - Marked	Yes	Yes	Yes	Yes
5 Copies	Yes	Yes	Yes	Yes
Electronic Copy	Yes	Yes	Yes	Yes
EEO	Yes	Yes	Yes	Yes
Insurance	Yes	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes	Yes
Category:				
A. Electrical	-	-	-	-
B. Mechanical	-	-	-	-
C. Plumbing	-	-	-	-
D. Structural	-	-	Yes	-
E. Site Civil	Yes	-	Yes	-
F. Architectural	-	Yes	-	Yes
G. Interior Design	-	Yes	-	-
No Bid Document				

Tabulated By: Shelly Kelley

[Signature]

LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-06-21-14-41

RFP Title: Architectural, Engineering, Interior Design, and Related Services; CS

Opening Date: Thursday, July 10, 2014 at 2:00 PM

Item/Vendor	MLD Architects	Pinnacle Engineering Group	Hammond Design	DodStone Group
Original - Marked	Yes	Yes	Yes	Yes
5 Copies	Yes	Yes	Yes	Yes
Electronic Copy	Yes	Yes	Yes	Yes
EEO	Yes	Yes	Yes	Yes
Insurance	Yes	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes	Yes
Category:				
A. Electrical	-	Yes	Yes	Yes
B. Mechanical	-	Yes	Yes	Yes
C. Plumbing	-	Yes	Yes	Yes
D. Structural	-	-	Yes	Yes
E. Site Civil	-	-	Yes	Yes
F. Architectural	Yes	-	Yes	Yes
G. Interior Design	Yes	-	-	Yes
No Bid Document				

Tabulated By: Shelley Kelley

[Signature]

LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-06-21-14-41

RFP Title: Architectural, Engineering, Interior Design, and Related Services; CS

Opening Date: Thursday, July 10, 2014 at 2:00 PM

Item/Vendor	Nobles Consulting Group	Modern Professional Engineering	Hay + Stark Architects	Preble - Rish
Original - Marked	Yes	Yes	Yes	Yes
5 Copies	Yes	Yes	Yes	Yes
Electronic Copy	Yes	Yes	Yes	Yes
EEO	Yes	Yes	Yes	Yes
Insurance	Yes	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes	Yes
Category:				
A. Electrical	-	Yes	-	-
B. Mechanical	-	Yes	-	-
C. Plumbing	-	-	-	-
D. Structural	Yes	-	-	-
E. Site Civil	Yes	-	-	Yes
F. Architectural	-	-	Yes	-
G. Interior Design	-	-	Yes	-
No Bid Document				

Tabulated By: Shelley Kelley

[Signature]

**LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-06-21-14-41**

RFP Title: Architectural, Engineering, Interior Design, and Related Services; CS

Opening Date: Thursday, July 10, 2014 at 2:00 PM

Item/Vendor	Spectra Engineering	Shuler Architects + Associates	DRMP	Genesis Group
Original - Marked	Yes	Yes	Yes	Yes
5 Copies	Yes	Yes	Yes	Yes
Electronic Copy	Yes	Yes	Yes	Yes
EEO	Yes	Yes	Yes	Yes
Insurance	Yes	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes	Yes
Category:				
A. Electrical	-	-	-	-
B. Mechanical	-	-	-	-
C. Plumbing	-	-	-	-
D. Structural	-	-	-	-
E. Site Civil	Yes	-	Yes	Yes
F. Architectural	-	Yes	-	-
G. Interior Design	-	-	-	-
No Bid Document				

Tabulated By:

Shelly Kelly

[Signature]

**LEON COUNTY PURCHASING DIVISION
RFP TABULATION SHEET
BC-06-21-14-41**

RFP Title: Architectural, Engineering, Interior Design, and Related Services; CS

Opening Date: Thursday, July 10, 2014 at 2:00 PM

Item/Vendor	CRA	Locklear + Associates	Rosenbaum Engineering	H 2 Engineering
Original - Marked	Yes	Yes	Yes	Yes
5 Copies	Yes	Yes	Yes	Yes
Electronic Copy	Yes	Yes	Yes	Yes
EEO	Yes	Yes	Yes	Yes
Insurance	Yes	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes	Yes
Category:				
A. Electrical	-	-	-	Yes
B. Mechanical	-	-	-	Yes
C. Plumbing	-	-	-	Yes
D. Structural	-	-	Yes	-
E. Site Civil	-	Yes	-	-
F. Architectural	Yes	-	-	-
G. Interior Design	Yes	-	-	-
No Bid Document				

Tabulated By: Shelley Kelley

[Signature]

Minutes of: Initial Meeting of Continuing Service Contract Selection Committee

Date: July 14, 2014 1:30 PM

Attendees:

**Carl Morgan
Graham Stewart
John Ward
Felton Ard
Eryn Calabro
Don Tobin**

Meeting Salient Issues:

Don Tobin initiated the meeting and reviewed the rules and policies associated with the committee's activities and requirements of the selection process. The vendor applications and grading sheet was distributed to committee members.

John Ward reviewed with the committee the technical aspects and performance requirements of the various categories of professional selection and the grading sheet.

The floor was opened for Chairman and Secretary Nominations:

Graham Stewart was nominated and unanimously approved for the position of Chairman.

Carl Morgan was nominated and unanimously approved for the position of Secretary.

Open Discussion:

The committee agreed that each committee member would individually and independently review the applications and develop scoring for each applicant. These individual scores would then be compiled and averaged to derive a final ranking.

Final Evaluation Meeting:

It was agreed by the committee to reconvene on July 28, 2014 at 1:30 PM to complete the process.

Meeting adjourned at 2:15 PM.

Minutes of: Evaluation Meeting of Continuing Service Contract Selection Committee

Date: August 4, 2014 1:30 PM

Attendees:

**Carl Morgan
Graham Stewart
John Ward
Felton Ard
Eryn Calabro**

Meeting Salient Issues:

The committee was called to order at 1:40 PM by the Chairman, Graham Stewart.

The committee discussed that several respondents had listed consultants for non-prime aspects of the work. After some general discussion relating to the functional requirements of this selection and how the Continuing Service Contract will be utilized, it was determined that the evaluation would be based on a review of the prime consultant qualifications, not the sub-consultants. In some cases, sub-consultants were listed to qualify the respondent as a prime. The committee decided that only the prime should be evaluated under the category of his or her professional discipline.

Consequently, some of the respondents were removed from certain selection categories. The following examples fell into this category:

Modern Professional Engineering was not considered in the electrical engineering category because of their use of a sub-consultant to qualify in this category. Modern Professional Engineering was considered under the mechanical category since that is their prime discipline.

Nobles, likewise was not considered in the structural engineering category but was evaluated in the civil engineering category.

All committee members deployed the approach of evaluating on the prime on his or her grading sheets.

The committee agreed that, due to the limited number of respondents in the mechanical, electrical and plumbing categories, all respondents, unless disqualified as stated above, should receive continuing service contracts.

No capability was available at the Purchasing conference room to compile and average the individual scoring of the committee members. The committee agreed to a continuance of the meeting until the next day, August 5, 2014 at 4:00 PM to allow time for the Chairman to compile the individual scoring. Furthermore, the location preference scoring had not been completed by Purchasing.

The meeting continuance was announced to all attendees and the selection committee recessed until the following day.

Meeting recessed at 2:40 PM.

Minutes of: Continuance of the Evaluation Meeting of Continuing Service Contract Selection Committee

Date: August 5, 2014 4:00 PM

All committee members reconvened the following day at 4:00 PM in the Purchasing Conference Room.

The committee was called to order at 4:15 PM by the Chairman Graham Stewart.

The Chairman distributed a compiled spreadsheet reflecting the average of all individual scores for each respondent for each evaluation category. The location preference was provided by Purchasing at this time.

The committee worked through each category of the selection and concurred in the number of firms and which selected were to be placed under continuing contract.

The committee's final recommendation is as follows in ranked order from high to low score:

Electrical:

H2 Engineering
Pinnacle Engineering

Mechanical:

H2 Engineering
Pinnacle Engineering
Modern

Plumbing:

H2 Engineering
Pinnacle

Structural:

Rosenbaum Engineering
Bliss & Nitray

Civil Engineering:

Preble-Rish
Genesis
Nobles
DRMP
Spectra

Architectural:

Barnett Fronczak Barlowe
Dobstone Group
Hoy & Clark
Lewis & Whitlock
Hammond Design Group
MLD
CRA

The committee reflected its consensus in this selection recommendation by signing the attached evaluation and scoring sheet.

The meeting was adjourned at 5:00 PM.

Selection Evaluation Form

Project Title							Reviewer	Date
Architectural, Engineering, Interior Design and Related Services: Continuing Supply								
Applicant		Ability of Professional Personnel 0-25	Firm's Experience With Services Listed 0-25	Willingness to Meet Schedule and Budget Requirements 0-10	Effect of Firm's Recent, Current and Projected Workload 0-15	Approach 0-20	Local Preference 0-5	Total
A Electrical								
1 H2								
2 Pinnacle								
3 Modern - disqualified, discipline is not "in house" talent		N/A	N/A	N/A	N/A	N/A	N/A	N/A
B Mechanical								
1 H2								
2 Pinnacle								
3 Modern								
C Plumbing								
1 H2								
2 Pinnacle								
D Structural - Minimum Qualifying Score = 80 Points								
1 Bliss & Nitray		24.4	22.6	8.6	11.0	16.6	3.0	86.2
2 Johnson & Milner		19.8	17.8	7.6	13.0	14.2	0.0	72.4
3 Rosenbaum Engineering		22.2	22.8	8.2	14.0	18.6	5.0	90.8
4 Nobles - disqualified, discipline is not "in house" talent		N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 Billerreinhardt		19.4	17.4	8.6	13.2	13.6	0.0	72.2
E Site Civil - Minimum Qualifying Score = 80 Points								
1 George & Assoc		18.0	18.2	8.4	11.8	17.0	5.0	78.4
2 Johnson & Milner		14.4	12.0	7.0	10.2	11.4	0.0	55.0
3 Spectra		19.8	20.2	8.6	14.6	14.6	5.0	82.8
4 DRMP		20.2	22.2	7.8	12.8	17.6	3.0	83.6
5 Genesis		22.4	24.6	8.4	13.0	17.6	3.0	89.0
6 Locklear & Assoc.		17.0	17.6	6.6	12.6	16.0	3.0	72.8
7 Nobles		22.4	20.8	8.4	14.2	16.4	5.0	87.2
8 Preble-Rish		23.4	22.0	9.0	13.6	18.4	3.0	89.4
F Architectural - Minimum Qualifying Score = 80 Points								
1 Lewis + Whitlock		22.0	20.6	8.6	12.2	17.0	5.0	85.4
2 Fitzgerald Collaborative		19.4	19.6	8.6	11.8	14.0	5.0	78.4
3 Shuler & Assoc.		17.0	18.4	8.6	14.2	11.6	5.0	74.8
4 CRA		21.2	19.0	8.6	11.6	16.4	5.0	81.8
5 MLD		20.2	22.2	9.0	12.8	16.0	5.0	85.2
6 Hammond Design Group		21.0	22.6	8.2	14.0	13.0	5.0	83.8
7 Dodstone Group		21.4	22.8	7.8	13.4	17.2	5.0	87.6
8 Hoy & Stark		20.0	22.0	8.4	13.2	17.4	5.0	86.0
9 Barnett Fronczak Barlowe		22.0	22.8	9.0	12.4	16.8	5.0	88.0
10 EMO		15.8	20.6	5.6	13.8	11.4	5.0	72.2
G Interior Design								
1 Lewis + Whitlock								
2 CRA								
3 MLD								
4 Dodstone Group								
5 Hoy & Stark								
6 Barnett Fronczak Barlowe								
7 EMO								

Note: Recommended firms denoted by shading official scores.

Date: August 26, 2014

To: John Ward, Construction Engineer
Department of Facilities Management
Department of Public Works and Community Development

From: Shanea Y. Wilks, Director
Minority, Women, & Small Business Enterprise (MWSBE) Division
Office of Economic Development & Business Partnerships

Subject: M/WBE Analysis for Request for Proposals (RFP) for Architectural and Engineering (A&E) Services,
Continuing Supply (#BC-06-26-14-41)

The aforementioned Request for Proposals is for the provision of professional design services on a continuing supply basis for work including the following categories: Electrical, Mechanical, Plumbing, Structural, Site Civil, and Architectural.

Based upon the 2009 Disparity Study Update, aspirational targets for subcontracting are not recommended for the Professional Services Procurement Category for Minority Business Enterprise (MBE) nor Women Business Enterprise (WBE) participation. Therefore, aspirational targets were not included in the above-mentioned RFP. However, based upon the RFP Committee's recommendation, Spectra Engineering is a certified MBE firm that is included in the group of firms recommended for the provision of A&E services on a continuing supply basis.

/syw

**Leon County
Board of County Commissioners**


Notes for Agenda Item #23

Leon County Board of County Commissioners

Cover Sheet for Agenda #23

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Report on Magnolia Drive Multi-Use Path

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development
Lead Staff/ Project Team:	Katherine Burke, P.E., Director of Engineering Services

Fiscal Impact:

This item has no current fiscal impact to the County. However, staff anticipates future grant funding from the Florida Department of Transportation (FDOT) for the first phase of the project. A Local Agency Program (LAP) Agreement will be brought back to the Board at a later date.

Staff Recommendation:

Option #1: Accept the status report on Magnolia Drive Multi-Use Path.

Report and Discussion

Background:

Earlier this summer, the Capital Region Transportation Agency (CRTPA) notified County Public Works that \$860,000 of Florida Department of Transportation (FDOT) funds were available for pedestrian mobility for Magnolia Drive if the funds could be obligated by May 2015. To “obligate,” by FDOT standards, the project is ready to award. Staff is working to finalize biddable plans that will be utilized to secure the funding. Based on the estimated funds available, staff is focusing these construction funds on the segment of Magnolia Drive from South Meridian to Pontiac.

Prior to this notification, the County had been utilizing budgeted funds to begin the design and permitting for the entire corridor from South Meridian to Chowkeebin Nene. Staff is working with its consultant to develop alternatives to try to accommodate pedestrian and bicycle uses within the existing right-of-way since this corridor is identified as a bicycle route in the Regional Mobility Plan.

Magnolia Drive, from South Adams to Apalachee Parkway, was designated on the first iteration of the Safe Routes to School list. The Safe Routes to School is a federal program designed to promote a means for children to be able to walk or bike to school by providing a safe route to get to school. The Board’s funding priority for sidewalk construction has been to implement the sidewalks designated within this Safe Routes to School program.

During the sidewalk workshop held on April 9, 2013, an update was provided on the completion of the sidewalks on the initial Safe Routes to School list. The County has completed or funded the completion of all the sidewalks it is responsible for on the initial list except Magnolia Drive. As demonstrated through photos and discussion during the workshop, Magnolia Drive’s approximate two-mile length has many challenges for its construction, thus the estimated cost was out of range for the funding available through the current Sales Tax-funded Community Safety and Mobility capital budget.

As a result of the funding limitation for this sidewalk and the \$50+ million-backlog for other sidewalks not associated with roadway projects, on January 21, 2014, the Board approved utilization of one-half of the County’s portion of the additional five-cent gas tax largely towards construction projects. The projected revenues from the allocated gas tax are expected to provide between \$1 million-\$1.25 million per year for construction.

Analysis:

Five different sidewalk/bike lane alternatives were considered for Magnolia Drive. All were for installation of sidewalk/bike facilities on one side of the road, which is the County's practice for retrofitting existing roadway corridors. Cross-section details are included as Attachment #1.

Alt. 1: Raised sidewalk next to the road with curb and gutter and the stormwater ditch behind the sidewalk.

Alt. 2: Sidewalk at the right-of-way line with ditch between the road and sidewalk – no curb and gutter.

Alt. 3: Sidewalk towards the back of the right-of-way but in front of power poles, covered ditch with a swale – no curb and gutter.

Alt. 4: Bike lane on one side, curb and gutter, underground stormwater and sidewalk towards back of right-of-way but in front of power poles.

Alt. 5: A 10-foot multi-use path, curb and gutter with underground stormwater system. (Note – where right-of-way is available, the path will be moved away from the curb to allow pockets of landscaping between the roadway and the path.)

Engineering reviewed the various alternatives, cost estimates, and considered many factors including, but not limited to: constructability, stormwater, connections to existing sidewalks, and safety, and recommends that Alt. 5, the ten-foot multi-use path, as the preferred alternative with the proposed path to be located on the south/east side of Magnolia Drive.

Magnolia Drive is a County-owned roadway located entirely within the City limits. In accordance with the Attorney General Opinion – AGO 2008-49, absent an agreement to the contrary, the City is responsible for maintenance of anything outside the curb line. Since the City would be responsible for operation and maintenance of the improvements, County staff coordinated with the City on construction concepts that the City will ultimately maintain. Therefore, staff held several meetings with City Public Works to determine the type of hardscape and landscaping elements to be included for this high-profile corridor.

The City was presented with design concepts that included brick pavers, benches, porch swing, and landscaping with trees and shrubs (Attachment #2). The City reviewed the design elements, agreed with the multi-purpose path alternative, and all the design elements except the landscaping. The City wanted to focus the landscaping on trees and sod to limit the manpower necessary to maintain the corridor enhancements. Based on the City's comments, staff is proposing to adjust the landscaping concepts to match what the City indicates it will be able to maintain well.

The total project cost, South Meridian to Chowkeebin Nene, is estimated at close to \$4 million (Attachment #3) for construction of the single ten-foot multi-use path on the south/east side of Magnolia Drive.

The project became time-sensitive earlier this summer when the CRTPA indicated it had \$860,000 of FDOT monies available for Magnolia Drive if the funds could be obligated by May 2015. To “obligate,” by the FDOT standards, is have the project ready to award.

The first phase, from South Meridian to Pontiac, was chosen because it completes a sidewalk network and the estimated cost most closely aligned with the Local Agency Program (LAP) funding. This phase will be split out from the rest of the corridor and bid separately.

Further, due to lack of funding to complete the construction on the entire corridor and the desire not to federalize the remaining portions of the project, the corridor was broken into multiple segments/phases. This will allow the County to construct other phases as funds become available within its own purchasing policies and not those of the federal government which requires adherence to Davis Bacon prevailing wage rates, EEOC compliance interviews, does not allow local preference, etc. FDOT will develop and submit a LAP Agreement for consideration and execution for the December Board meeting.

It must be noted that the preliminary construction cost estimate for the segment from South Meridian to Pontiac is approximately \$910,000 (Attachment #4), with an additional estimated \$162,000 for Construction Inspection and Compliance services during construction. This exceeds the grant amount by \$212,000. However, if the project is not taken to Pontiac, the multi-use path would have to stop about 800 feet further to the west at Country Club in order to still complete a pedestrian/bicycle network. This stopping point would not utilize the full FDOT grant amount. Funds are available in the Community Safety and Mobility account to cover the expected difference.

Options:

1. Accept the status report on the Magnolia Drive Multi-Use Path.
2. Do not accept the status report on the Magnolia Drive Multi-Use Path.
3. Board direction.

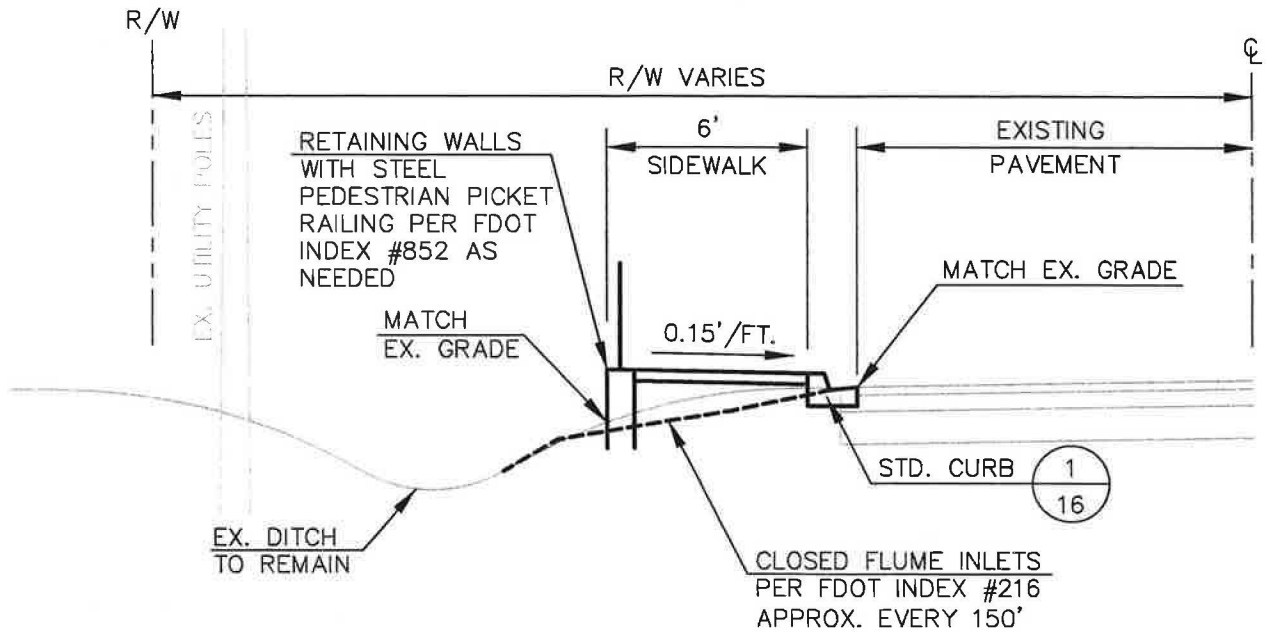
Recommendation:

Option #1.

Attachments:

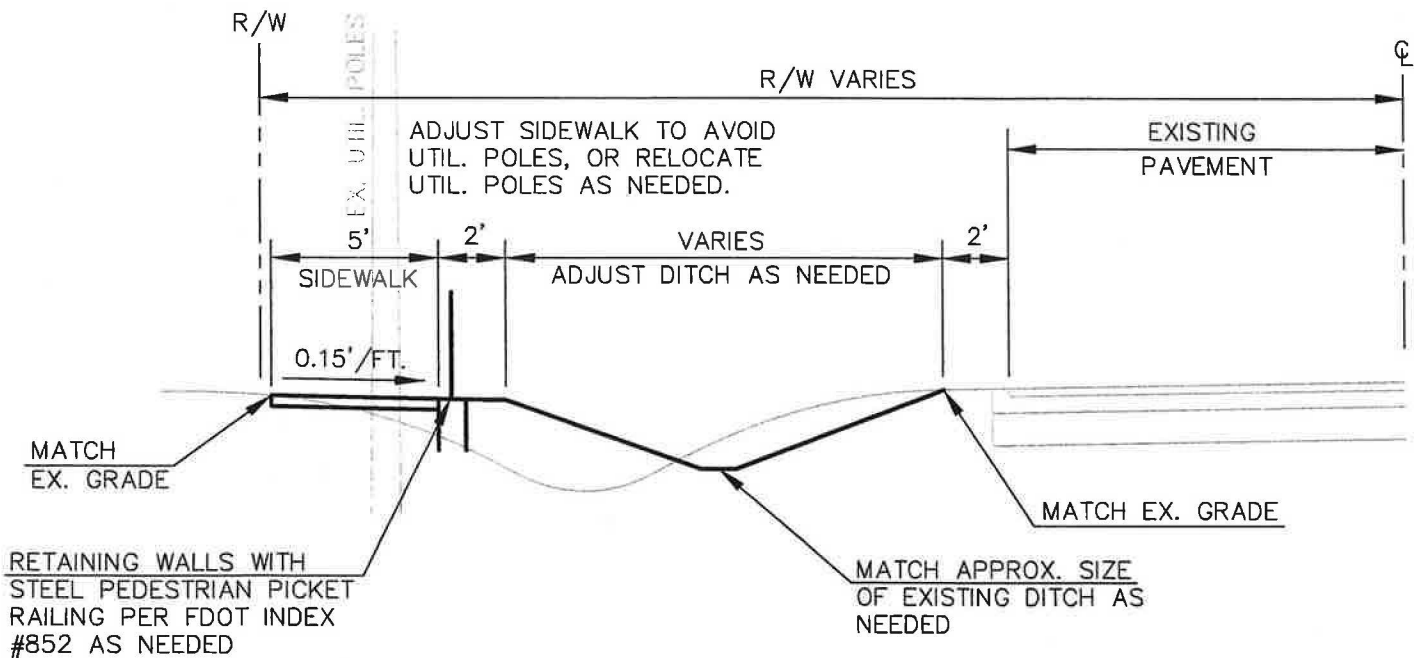
1. Five sidewalk/bike lane alternatives cross-section details
2. Landscape Pockets – Plans
3. Total Project Cost – South Meridian to Chowkeebin Nene
4. Preliminary construction cost estimate

VSL/TP/KB/ns



RAISED SIDEWALK WITH STD. CURB TYP. SECTION (ALT. #1)

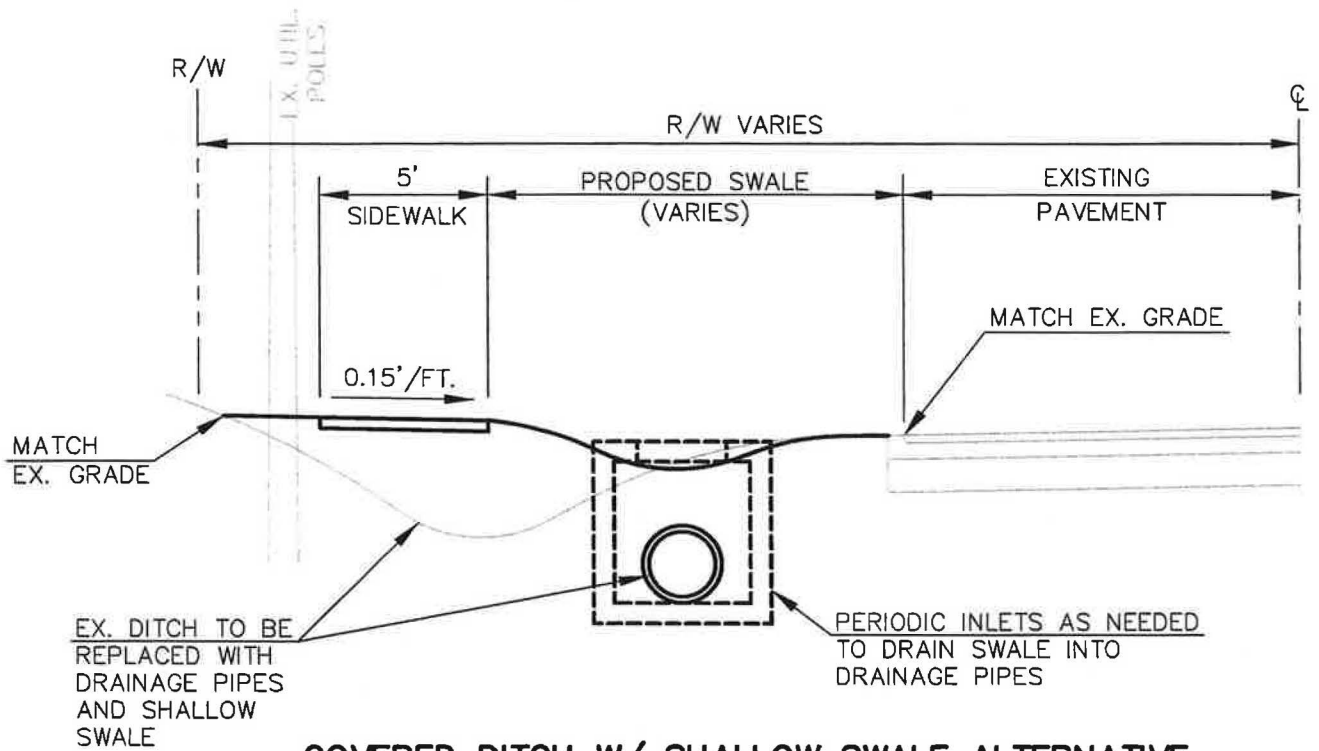
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SIDEWALK BEHIND DITCH TYP. SECTION

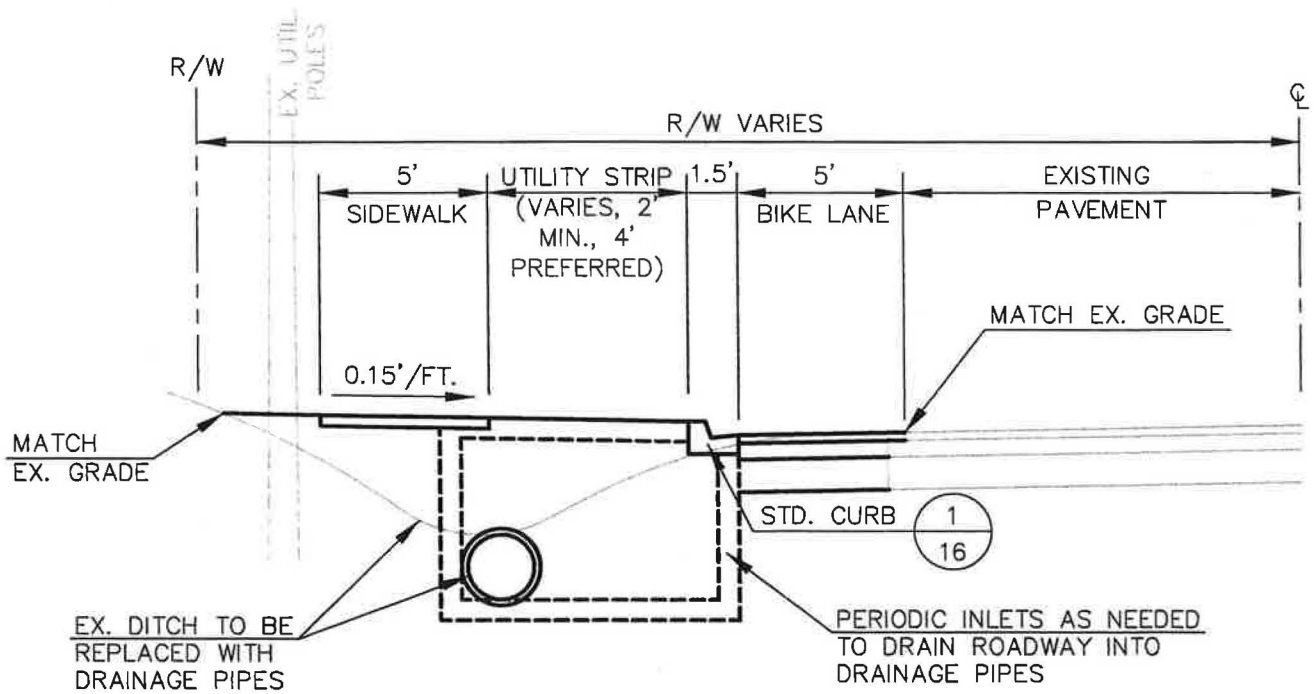
(ALT. #2)

NTS



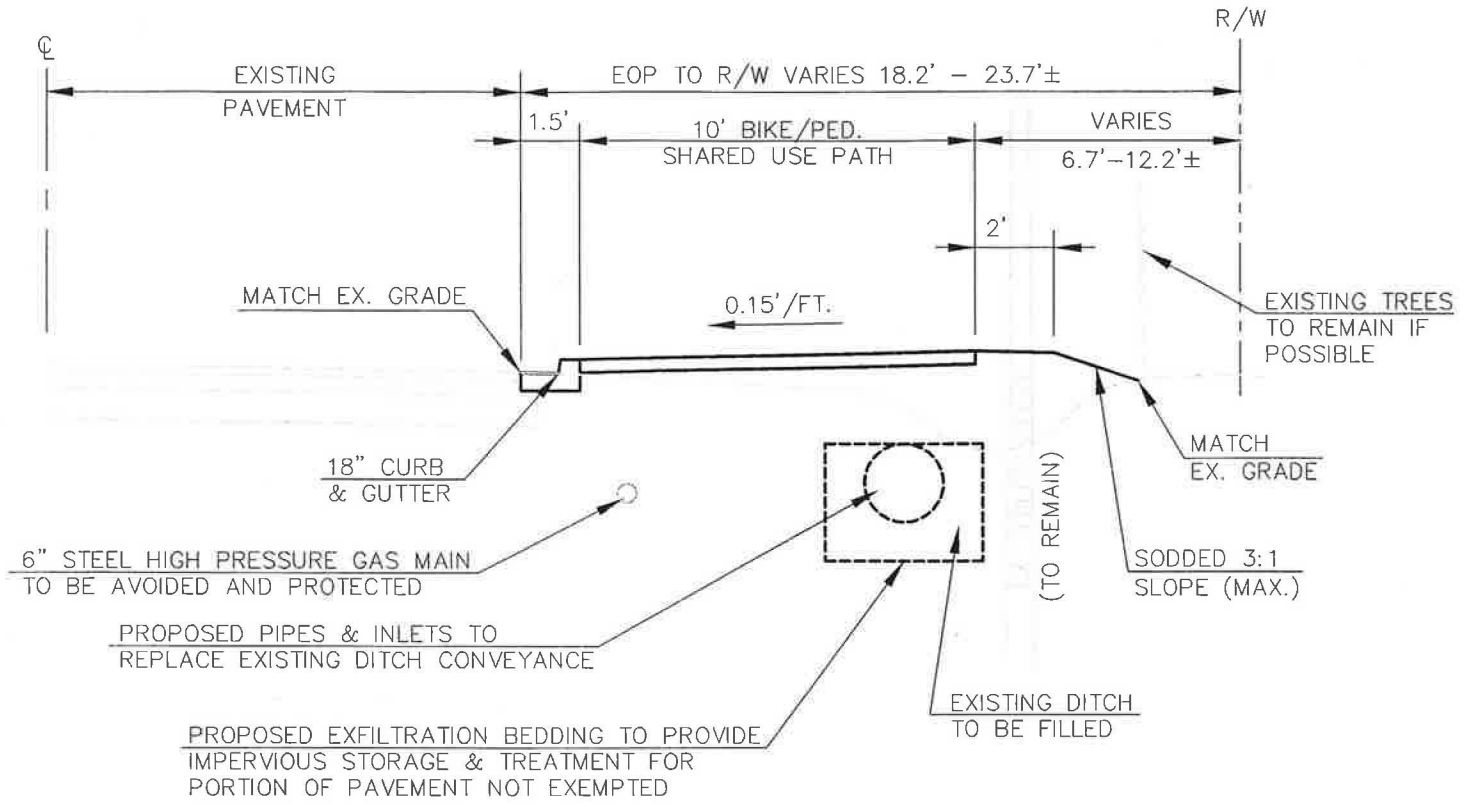
**COVERED DITCH W/ SHALLOW SWALE ALTERNATIVE
TYPICAL SECTION (ALT. #3)**

NTS

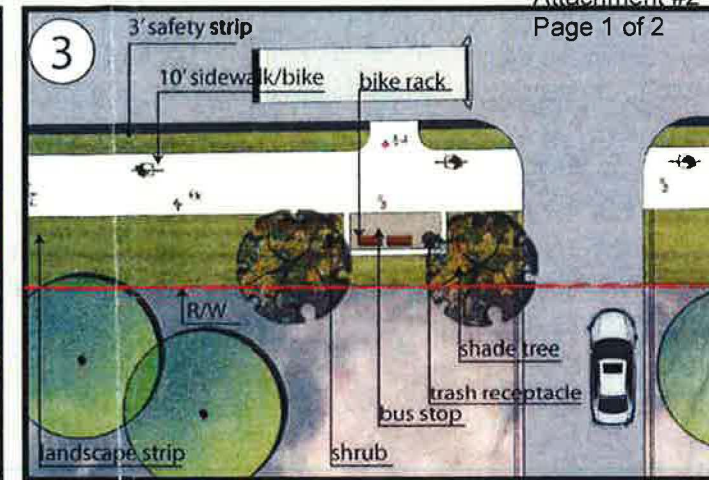
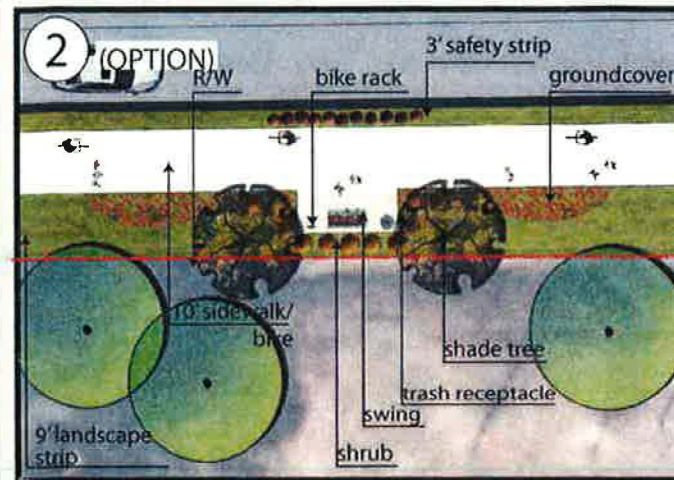
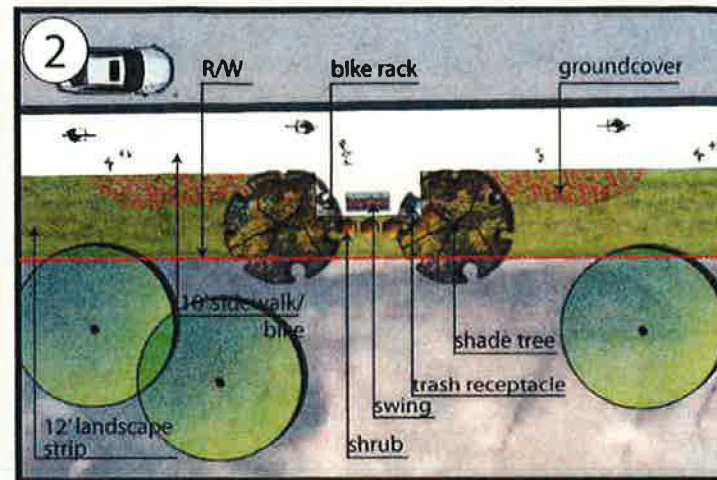
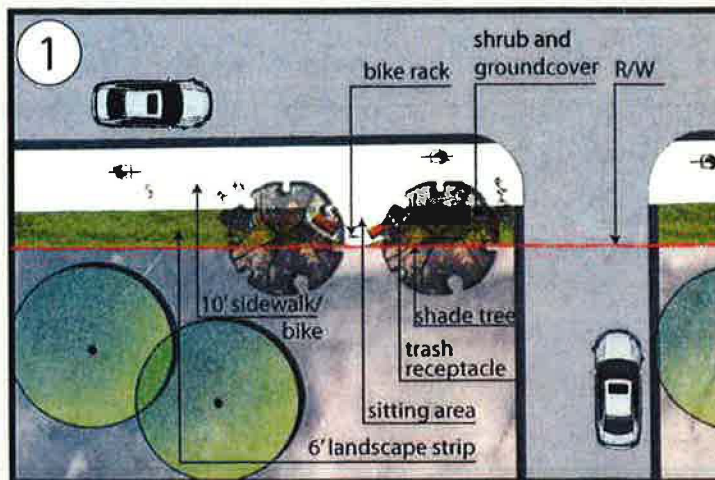


**COVERED DITCH W/ BIKE LANE ALTERNATIVE
TYPICAL SECTION (ALT. #4)**

NTS



TYPICAL SECTION Alt. #5



Landscape Pockets - Plans

MAGNOLIA SIDEWALK

SITE FURNITURE



TREES



Magnolia soulangiana 'Alexandrina'
'Alexandrina' Saucer Magnolia



Magnolia virginiana v. *australis*
Evergreen Sweet Bay



Liriodendron tulipifera
Tulip Tree



Magnolia grandiflora 'Little Gem'
'Little Gem' Magnolia



Magnolia stellata 'Royal Star'
'Royal Star' Star Magnolia



Michelia figo
Banana Shrub



Gardenia x 'Daisy'
'Daisy' Gardenia



Cephalotaxus harringtonia 'Prostrata'
Japanese Plum Yew (prostrate form)



Gardenia jasminoides 'Radicans'
Dwarf Gardenia

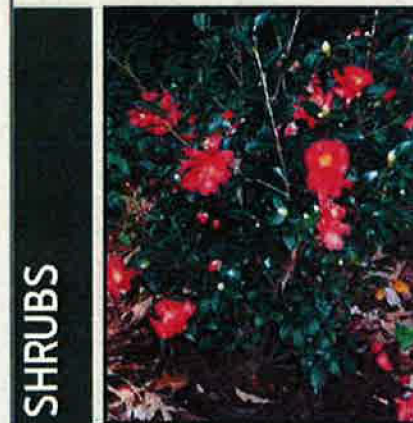


Ophiopogon intermedius
'Argenteogarginatus'
Aztec Grass

Farfugium japonicum
Leopard Plant



Liriope muscari 'Emerald Goddess'
'Emerald Goddess' Lilyturf



Camellia sasanqua 'Kanjiro'
'Kanjiro' Sasanqua



Camellia sasanqua 'Yuletide'
'Yuletide' Sasanqua



GROUND COVER



Loropetalum chinense 'Purple Pixie'
'Loropetalum' Purple Pixie



Rosa 'Meigalpio'
Red Drift Rose

ITEM DESCRIPTION	ITEM #	UNIT	QUANTITY	UNIT PRICE	EXT TOTAL
MAINTENANCE OF TRAFFIC					
Mobilization	101-1	LS	1	\$ 200,000.00	\$ 200,000.00
Maintenance of Traffic	102-1	DAY	640	\$ 582.00	\$ 372,480.00
EROSION CONTROL					
Sediment Barrier (Staked Type IV Silt Fence w/ Hay Bales)	104-10-3	LF	9,200	\$ 2.49	\$ 22,908.00
Inlet Protection	104-18	EA	95	\$ 62.26	\$ 5,914.70
DEMOLITION					
Removal of Existing Structure (conc. & riprap walls)	110-3	SF	5,000.00	\$ 12.15	\$ 60,750.00
Removal of Existing Pavement (conc. & asphalt drwys)	110-4	SY	2,444.44	\$ 16.73	\$ 40,895.56
Utility Pipe, Remove & Dispose, 20-49.9" (24" CMP & RCP)	1050-16005	LF	1,046	\$ 40.00	\$ 41,840.00
EARTHWORK					
Clearing and Grubbing	110-1-1	LS/AC	4.65	\$ 10,178.92	\$ 47,295.99
Gravel Fill	120-72	CY	1,523	\$ 42.72	\$ 65,045.79
Excavation for Structures	125-1	CY	5,156	\$ 28.84	\$ 148,686.22
PAVEMENT AND CONCRETE					
Concrete Sidewalk 6"	522-1	SY	9,889	\$ 51.49	\$ 509,178.89
Concrete Pavement 6" (Driveway)	522-2	SY	1,608	\$ 51.49	\$ 82,818.80
Concrete Class NS, Gravity Wall	400-0-11	CY	103	\$ 577.50	\$ 59,589.44
Concrete Curb & Gutter, Type F	520-1-10	LF	8,500	\$ 16.41	\$ 139,485.00
Jim Lee Retaining Wall	LC-006	LS	1	\$ 650,000.00	\$ 650,000.00
DRAINAGE					
Drainage Structures (Inlets, MH's, etc)	425-1529	EA	95	\$ 3,000.00	\$ 285,000.00
24" Perforated HDPE Pipe	430-174-124	LF	4,792	\$ 46.00	\$ 220,432.00
18" & 24" RCP	430-174-124	LF	570	\$ 46.00	\$ 26,220.00
ACCIDENTAL CONSTRUCTION					
Painted Pavt Mark, STD, White, Solid, 12"	710-11123	LF	900	\$ 0.63	\$ 567.00
Painted Pavt Mark, STD, White, Solid, 24"	710-11125	LF	150	\$ 1.53	\$ 229.50
Single Post Sign, F&I GM ((2) Stop Sign Posts)	700-1-11	AS	10	\$ 306.24	\$ 3,062.40
Sign Panel, F&I OM, Up To 12 SF ((2) Stop Signs)	700-3201	EA	10	\$ 441.01	\$ 4,410.10
Pedestrian/Bicycle Railing, Steel, 42" Type 1	515-2211	LF	278	\$ 80.64	\$ 22,417.92
NPDES	LC-001	LS	1	\$ 4,000.00	\$ 4,000.00
Construction Layout / Surveying (staking limits of const., etc)	LC-002	LS	1	\$ 6,000.00	\$ 6,000.00
As-Built survey	LC-003	LS	1	\$ 6,000.00	\$ 6,000.00
Tree Mitigation	0110-15	LS	1	\$ 6,124.70	\$ 6,124.70

LANDSCAPING						
Performance Turf (Sod)	570-1-2	SY	12,267	\$	2.49	\$ 30,544.00
Decorative streetscape elements & Lighting	LC-004	LS	1	\$	250,000.00	\$ 250,000.00
Additional Landscaping + irrigation	LC-005	LS	1	\$	150,000.00	\$ 150,000.00
TOTAL ESTIMATED CONSTRUCTION COST						
Initial Projected Construction Cost						\$ 3,461,896.02
Allocated Contingency for Additional Allowable Project Costs		EST.	15%	\$	3,461,896.02	\$ 519,284.40
ESTIMATE OF COST						\$ 3,981,180.42

ITEM DESCRIPTION	ITEM #	UNIT	QUANTITY	UNIT PRICE	EXT TOTAL
MAINTENANCE OF TRAFFIC					
Mobilization	101-1	LS	1	\$ 50,000.00	\$ 50,000.00
Maintenance of Traffic	102-1	DAY	160	\$ 582.00	\$ 93,120.00
EROSION CONTROL					
Sediment Barrier (Staked Type IV Silt Fence w/ Hay Bales)	104-10-3	LF	3,153	\$ 2.49	\$ 7,850.97
Inlet Protection	104-18	EA	36	\$ 62.26	\$ 2,241.36
DEMOLITION					
Removal of Existing Structure (conc. & riprap walls)	110-3	SF	1,600.00	\$ 12.15	\$ 19,440.00
Removal of Existing Pavement (conc. & asphalt drwys)	110-4	SY	1,333.33	\$ 16.73	\$ 22,306.67
Utility Pipe, Remove & Dispose, 20-49.9" (CMP & RCP)	1050-16005	LF	306	\$ 40.00	\$ 12,240.00
EARTHWORK					
Clearing and Grubbing	110-1-1	LS/AC	1.67	\$ 10,178.92	\$ 16,964.87
Gravel Fill (for Exfiltration System)	120-72	CY	545	\$ 40.00	\$ 21,802.16
Excavation for Structures (for Exfiltration System)	125-1	CY	1,846	\$ 27.00	\$ 49,830.00
PAVEMENT AND CONCRETE					
Concrete Sidewalk 6"	522-2	SY	2,970	\$ 50.00	\$ 148,522.22
Concrete Pavement 6" (Driveway)	522-2	SY	373	\$ 51.49	\$ 19,222.93
Concrete Class NS, Gravity Wall	400-0-11	CY	22	\$ 577.50	\$ 12,833.33
Concrete Curb & Gutter, Type F	520-1-10	LF	2,700	\$ 16.41	\$ 44,307.00
DRAINAGE					
P-5 and P-6 Curb Inlet Drainage Structures	425-1351	EA	12	\$ 4,000.00	\$ 48,000.00
P-8 Manhole Drainage Structures	425-2-61	EA	21	\$ 3,000.00	\$ 63,000.00
Mitered End Sections	430-984-125	EA	3	\$ 1,000.00	\$ 3,000.00
18-24" Perforated HDPE Pipe	430-174-124	LF	1,661	\$ 46.00	\$ 76,406.00
15" & 18" RCP	430-174-118	LF	191	\$ 33.00	\$ 6,303.00
24" RCP	430-174-124	LF	68	\$ 46.00	\$ 3,128.00
36" RCP	430-174-136	LF	10	\$ 52.00	\$ 520.00
INCIDENTAL CONSTRUCTION					
Painted Pavt Mark, STD, White, Solid, 12"	710-11123	LF	180	\$ 0.63	\$ 113.40
Painted Pavt Mark, STD, White, Solid, 24"	710-11125	LF	45	\$ 1.53	\$ 68.85
Single Post Sign, F&I GM ((2) Stop Sign Posts)	700-1-11	AS	3	\$ 306.24	\$ 918.72
Sign Panel, F&I OM, Up To 12 SF ((2) Stop Signs)	700-3201	EA	3	\$ 441.01	\$ 1,323.03
Pedestrian/Bicycle Railing, Steel, 42" Type 1	515-2211	LF	50	\$ 80.64	\$ 4,032.00
NPDES	LC-001	LS	1	\$ 1,000.00	\$ 1,000.00

Construction Layout / Surveying (staking limits of const., etc)	LC-002	LS	1	\$	1,500.00	\$	1,500.00
As-Built survey	LC-003	LS	1	\$	3,000.00	\$	3,000.00
Tree Mitigation	0110-15	LS	1	\$	6,124.70	\$	6,124.70
LANDSCAPING							
Performance Turf (Sod)	570-1-2	SY	3,300	\$	2.49	\$	8,217.00
Decorative streetscape elements & Lighting	LC-004	LS	1	\$	45,000.00	\$	45,000.00
Additional Landscaping+ irrigation	LC-005	LS	1	\$	35,000.00	\$	35,000.00
TOTAL ESTIMATED CONSTRUCTION COST							
Initial Projected Construction Cost						\$	827,336.22
Allocated Contingency for Additional Allowable Project Costs		EST.	10%	\$	827,336.22	\$	82,733.62
ESTIMATE OF COST						\$	910,069.84

**Leon County
Board of County Commissioners**


Notes for Agenda Item #24

Leon County Board of County Commissioners

Cover Sheet for Agenda #24

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 
Herbert W.A. Thiele, County Attorney

Title: Approval of a Proposed Settlement and Forbearance Agreement to Resolve Litigation Related to a Proposed Gas Station on Crump Road

County Administrator Review and Approval:	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Laura M. Youmans, Assistant County Attorney

Fiscal Impact:

This item has a fiscal impact of \$36,250. Funding to pay Leon County's portion of the settlement agreement is available in the risk management claims/settlement account.

Staff Recommendation:

Board direction.

Report and Discussion

Background:

On May 8, 2014, the Development Services Division of the Leon County Department of Development Support and Environmental Management issued a written preliminary decision approving a three-island, seven-pump gas station and associated 2,904 square foot convenience store near the intersection of Crump Road and Miccosukee Road.

On June 5, 2014, Ms. Thelma Crump, who owns property next to the subject site, filed a Petition for Quasi-judicial Hearing challenging the issuance of the recommended approval as inconsistent with provisions of the Leon County Comprehensive Plan and Land Development Code. The developer, Mr. Williams Glen Brown, intervened in the proceeding.

Prior to holding a hearing on the matter, the Petitioner and Intervener agreed to attend mediation to resolve the dispute. Mediation was held on July 31 at the County Attorney's Office. Mr. Carlos Alvarez was retained to serve as mediator and representatives from Leon County and Keep it Rural Inc., as well as, the Petitioner and Intervener participated. Settlement negotiations resulted in a proposed Settlement and Forbearance Agreement (Attachment #1). The proposed Agreement has been executed by Ms. Crump, Mr. Brown, and representatives of Keep it Rural, Inc. Should the Board approve the Agreement, staff will execute and begin implementing the terms.

Analysis:

The Agreement has two elements: the purchase of the property from Mr. Brown, and the adoption or consideration of certain regulatory changes related to development within the Rural zoning district and future land use map category.

To compensate Mr. Brown for the value of the property, and to offset the financial costs associated with the permitting, the other parties have agreed to provide funding for the purchase of the property in the following amounts: Leon County would pay Mr. Brown \$36,250 as a reimbursement of costs for the permitting and appeals processes; Keep it Rural Inc. would provide \$25,000 as compensation for his withdrawal of the application and abandonment of the approval; and Ms. Crump would pay him \$70,000 to purchase the property, contingent upon securing financing.

In consideration, Mr. Brown has agreed to withdraw the application, convey the property fee simple to Ms. Crump, and record a deed restriction limiting future use of the property to one single-family residence.

The purchase of the property is contingent upon the Board adopting an amendment to the County's Land Development Code prohibiting gasoline service stations, fuel oil dealers, and liquefied petroleum dealers from development on properties in the Rural zoning district. Should the Board authorize staff to initiate an ordinance, staff will bring back an ordinance for consideration at the Board's October 14 and November 18 regularly scheduled meetings. Should the Board vote not to consider or adopt such an ordinance, the Settlement Agreement will become null and void and the litigation would resume.

Additionally, the County would agree to initiate the process to have the Board of County Commissioners consider initiating a Comprehensive Plan amendment to evaluate the types of commercial development that may be appropriate on property designated "Rural" on the Future Land Use Map of the Comprehensive Plan. If the Board initiates the amendment application, the County would complete the evaluation within one year of the effective date of the Agreement, during the next Comprehensive Plan amendment cycle.

Should the Board vote to approve the Crump Road Gas Station Settlement and Forbearance Agreement, staff will initiate the process to bring back an ordinance removing petroleum uses from the Rural zoning district and would initiate the process for the Board to consider a Comprehensive Plan amendment related to the types of commercial development appropriate for the Rural Future Land Use Map category.

Options:

1. Approve the proposed Settlement and Forbearance Agreement to resolve litigation related to a proposed gas station on Crump Road (Attachment #1).
2. Do not approve the proposed Settlement and Forbearance Agreement to resolve litigation related to a proposed gas station on Crump Road.
3. Board direction.

Recommendation:

Board direction.

Attachment:

1. Crump Road Gas Station Settlement and Forbearance Agreement

LMY/smw

SETTLEMENT AND FORBEARANCE AGREEMENT

THIS SETTLEMENT AND FORBEARANCE AGREEMENT ("Agreement") is made and entered into on this ____ day of September 2014, by and between THELMA CRUMP, KEEP IT RURAL, INC., a Florida not-for-profit corporation, WILLIAM GLENN BROWN, and LEON COUNTY, FLORIDA ("County") (collectively "Parties").

RECITALS:

WHEREAS, on May 8, 2014, the Development Services Division of the Leon County Department of Development Support and Environmental Management issued a "Written Preliminary Decision" approving a 2,904 square foot convenience store with seven (7) fueling positions on 6.68 acres of property located approximately 330 feet north of the northeast intersection of Crump Road and Miccosukee Road in Leon County, Florida ("Commercial Project"); and

WHEREAS, the Commercial Project is approved to be located on Parcel Number: 12-04-20-018-000-0 in Leon County, Florida ("Property"), which is owned by William Glenn Brown; and

WHEREAS, on June 5, 2014, pursuant to Section 10-7.414 of the Leon County Land Development Code ("County's LDC"), Thelma Crump filed a "Petition for a *De Novo* Quasi-Judicial Hearing" ("Petition") in which Ms. Crump alleged that the proposed Commercial Project violated several requirements of the County's Comprehensive Plan and the County's LDC; and

WHEREAS, on June 12, 2014, the County transmitted Ms. Crump's Petition to the State of Florida Division of Administrative Hearings ("DOAH") for assignment of an Administrative Law Judge to conduct an evidentiary hearing in regard to the allegations set forth in Ms. Crump's Petition; and

WHEREAS, on or about June 16, 2014, the DOAH assigned an Administrative Law Judge in *Thelma Crump v. Leon County*, DOAH Case No. 14-2741 ("DOAH Proceeding"), and scheduled the Final Hearing for September 8 and 9, 2014; and

WHEREAS, on June 23, 2014, Mr. Brown intervened in the DOAH Proceeding; and

WHEREAS, on July 31, 2014, the Parties participated in a mediation conference in an attempt to amicably resolve their dispute and the DOAH Proceeding; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of resolving the DOAH Proceeding, and are motivated by a desire to avoid the costs, time, and uncertainty associated with litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. Within sixty (60) days of the Effective Date of this Agreement, the Leon County Board of County Commissioners ("BOCC") shall consider, at a duly-noticed public meeting, whether to amend the County's LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC 5984) on all property designated as "Rural" on the County's Future Land Use Map.
- B. Within sixty (60) days of the Effective Date of this Agreement, the BOCC shall initiate the process for a Comprehensive Plan Amendment to evaluate whether commercial development is appropriate on any property designated as "Rural" on the County's Future Land Use Map, and shall complete such process within one (1) year of the Effective Date of this Agreement.
- C. Within seventy (70) days of the Effective Date of this Agreement, Mr. Brown shall: (i) withdraw his application for the proposed Commercial Project; (ii) abandon the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014; and (iii) record a deed restriction for the Property restricting the use of the Property to one (1) single-family residence.
- D. Within five (5) days after Mr. Brown fulfills all of the requirements of Paragraph 2.C above, Ms. Crump shall file a Notice of Voluntary Dismissal with Prejudice in the DOAH Proceeding.
- E. Within ninety (90) days of the Effective Date of this Agreement, the County shall pay \$36,250.00 to Mr. Brown as reimbursement of fees and costs that Mr. Brown incurred during the permitting process for the Commercial Project and during the DOAH Proceeding.

- F. Within ninety (90) days of the Effective Date of this Agreement, Keep It Rural, Inc., shall pay \$25,000.00 to Mr. Brown as compensation for Mr. Brown's withdrawal of his application for the proposed Commercial Project and abandonment of the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014.
- G. Within ninety (90) days of the Effective Date of this Agreement, Ms. Crump shall pay \$70,000.00 to Mr. Brown pursuant to a Purchase and Sale Agreement for Ms. Crump's purchase of the Property, in fee simple, from Mr. Brown. Such purchase is contingent upon Ms. Crump's ability to obtain financing for such purchase from a financial institution. If Ms. Crump is unable to obtain such financing, Mr. Brown shall be entitled to retain the Property subject to all of the conditions of this Agreement, including, but not limited to, the conditions set forth in Paragraph 2.C above.
- H. Mr. Brown shall retain the right to harvest the corn that is currently planted on the Property, provided such harvest occurs no later than September 30, 2014.

3. **Scope of Agreement.** The Parties' obligations and rights under this Agreement are expressly made contingent upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map. In the event the BOCC does not approve this Agreement and does not approve, within sixty (60) days of the Effective Date of this Agreement, an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map, this Agreement shall be null and void and the Parties shall retain all of their rights to continue with the DOAH Proceeding. All parties expressly acknowledge that this Agreement is not contingent upon the BOCC taking any action in regard to whether convenience stores should be allowed or prohibited on property designated as "Rural" on the County's Future Land Use Map.

4. **Authority.** Except as expressly set forth herein, each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the County unless and until the BOCC approves this Agreement at a public meeting, as is required by Florida law.

5. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, directors, and members of the Parties.

7. **Non-Waiver.** Failure by any party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and such party, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

8. **Mutual Releases.**

- A. Ms. Crump hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Ms. Crump ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Ms. Crump covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- B. Keep It Rural, Inc., hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Keep It Rural, Inc., ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Keep It Rural, Inc., covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- C. Mr. Brown hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Mr. Brown ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Mr. Brown covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and the

County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- D. The County hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and Mr. Brown from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the County ever had or now has, in law or in equity, for, upon, or by any reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, the County covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and Mr. Brown that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and Mr. Brown with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- E. These releases shall become effective only upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map.

9. **Interpretation; Headings.** All Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs, time, and uncertainty associated with the DOAH Proceeding and to arrive at a fair and reasonable agreement with regard to the Parties' dispute. All Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

11. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

12. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

13. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties.

14. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the DOAH Proceeding, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is

not intended by any party to be construed, and shall not be construed, as an admission by Mr. Brown or the County of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a mediated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances. Any party's waiver of any breach of this Agreement or forbearance from action shall not be a continuing waiver or a waiver of any other breach of this Agreement.

15. **Attorneys' Fees; Costs.** Except as set forth in Paragraph 2.E above, the Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the DOAH Proceeding and in the preparation of this Agreement, and the Parties expressly waive any and all rights to pursue an award of attorneys' fees and costs in the DOAH Proceeding.

16. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the second day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Ms. Crump:

Thelma Crump
8848 Miccosukee Road
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

(b) To Keep It Rural, Inc.:

Keep It Rural, Inc.
c/o Jeff Blair, Registered Agent
9143 Stargate Way
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

(c) To Mr. Brown:

William Glenn Brown
2802 Topaz Way
Tallahassee, Florida 32309

With a copy to:

Dan R. Stengle, Esquire
Dan R. Stengle, Attorney, LLC
502 North Adams Street
Tallahassee, Florida 32301

(d) To Leon County:

Board of County Commissioners
Attn: Vincent S. Long, County Administrator
Leon County Courthouse
301 S. Monroe Street
Tallahassee, Florida 32301

With a copy to:

Leon County Attorney's Office
Attn: Herbert W. A. Thiele, Esquire
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

18. **Effective Date**. This Agreement shall become effective upon the date of execution by the last of the Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

19. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

WITNESSES

THELMA CRUMP

R. Phillips
Print Name: R. Phillips

By: Thelma Crump

Name: Thelma Crump

M. Wilson
Print Name: George Wilson

Date: September 8, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of ~~August~~ ^{September} 2014, by THELMA CRUMP. Said person (check one) is personally known to me or produced FL DL as identification.

(Notary Seal)

Printed Name: Dorothy Irvine
Notary Public, State of FL
Commission No. EE 044976
My commission expires: 11/28/2014



WITNESSES

KEEP IT RURAL, INC.

Virginia Williams
Print Name: VIRGINIA WILLIAMS

Christian Pedersen
Print Name: Christian Pedersen

By: _____
Name: JEFF BLAIR
Its: PRESIDENT
Date: 9/8/14

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of August 2014, by JEFF BLAIR, as PRESIDENT of KEEP IT RURAL, INC., on behalf of said entity. Said person (check one) is personally known to me or produced DRIVERS LICENSE as identification.
B460-421-54-452-0

(Notary Seal)

Printed Name: KATHRYN PENNINGTON
Notary Public, State of FLORIDA
Commission No. EE 846092
My commission expires: 11/24/2016



WITNESSES

WILLIAM GLENN BROWN

[Signature]
Print Name: Jeremy Branch

[Signature]
Print Name: Paige Carter Smith

By: William Glenn Brown
Name: WILLIAM GLENN BROWN
Date: September 2, 2014

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of September 2014, by WILLIAM GLENN BROWN. Said person (check one) is personally known to me or produced _____ as identification.

(Notary Seal)



Printed Name: DAN R STENGLE
Notary Public, State of FLORIDA
Commission No. 146591
My commission expires: 7/30/2018

WITNESSES

LEON COUNTY, FLORIDA

Print Name: _____

By: _____

Name: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of September 2014, by _____, as _____ of LEON COUNTY, FLORIDA, on behalf of said entity. Said person (check one) is personally known to me or produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State of _____
Commission No. _____
My commission expires: _____

**Leon County
Board of County Commissioners**


Notes for Agenda Item #25

**Leon County
Board of County Commissioners**

Cover Sheet for Agenda #25

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Committee Appointment to the Tourist Development Council

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/Project Team:	Christine Coble, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Reappoint Russell Daws, Paresh Master, and T. Bo Schmitz to the Tourist Development Council.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for Advisory Committee appointments by having a General Business item prepared for full Board appointments.

Analysis:

Tourist Development Council (TDC)

Purpose: The TDC develops plans for tourist development; makes recommendations for operation of special projects or for uses of tax revenue; and, reviews expenditures of revenue from the Tourist Development trust fund (Attachment #4).

Composition: There are nine members of the TDC: two City Commissioners; three owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County; three persons involved in the tourist industry and who have demonstrated an interest in tourist development; and, the Board Chairman or Commissioner designee, who serves as the vice-chair of the TDC.

Vacancies: The terms of Russell Daws, Paresh Master, and T. Bo Schmitz expire October 31, 2014. Each is eligible for reappointment. Mr. Daws, Mr. Master, and Mr. Schmitz have requested Board reappointment (Attachments #5, #6, and #7).

Table 2: Tourist Development Council

Vacancies	Applicant	Recommended Action
Russell Daws	Russell Daws	Full Board to make reappointment.
Paresh Master	Paresh Master	Full Board to make reappointment.
T. Bo Schmitz	T. Bo Schmitz	Full Board to make reappointment.

Options:

1. Reappoint Russell Daws, Paresh Master, and T. Bo Schmitz to the Tourist Development Council.
2. Board direction.

Recommendation:

Option #1.

Attachments:

1. Eligibility and Criteria – Tourist Development Council
2. Email from Russell Daws
3. Email from Paresh Master
4. Email from T. Bo Schmitz

Tourist Development Council

Responsibility:

Develops plans for tourist development; makes recommendations for operation of special projects or for uses of tax revenue. Reviews expenditures of revenue from the development trust fund.

Created By:

Chapter 125.0104(4)(e) Florida Statutes.;

Resolution. Nos. R86-01, R02-02; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48;

County Ordinance 88-01; County Resolution establishing the Council, 10/20/1986

Appointments:

Nine members -

One member - Chairman of the BCC to serve as Vice-Chair of TDC

Eight members - appointed by full Board of County Commissioners

Eligibility Criteria:

ELIGIBILITY CRITERIA: All must be electors of the County.

2 - City Commissioners (Elected Municipal Officials)

3 - Owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax

3 - Persons involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax.

Terms:

Eight members - 4 year terms. Terms expire October 31.

Number of terms allowed not specified in statute or ordinance. Vacancies are filled for remainder of unexpired term.

Chairman of the BCC

2 City Commissioners (Elected Municipal Officials)

3 Owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax

3 Persons involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax.

Schedule:

The TDC meets at 9:00 a.m. on the first Thursday of every other month beginning in January.

Leon County Commission Chambers, 5th floor

301 S. Monroe Street

Contact Person/Staff:

Lee Daniel, Executive Director

Tourism Development

Office of Economic Development & Business Partnerships

606-2300

daniellee@leoncountyfl.gov

Kaye Hogan, Assistant to the Director

606-2300

Email: hogank@leoncountyfl.gov

Members:

Master, Paresh Comfort Suites	Begin Term: 10/19/2010 End Term: 10/31/2014 Type: four years	Original Date: 10/19/2010 <hr/> Appointed by: Board of County Commissioners	Notes: Email: paresh.master@gmail.com
Schmitz, T. Bo Four Points by Sheraton Downtown	Begin Term: 12/10/2013 End Term: 10/31/2014 Type: unexpired term	Original Date: 12/10/2013 <hr/> Appointed by: Board of County Commissioners	Notes: Email: bo.schmitz@ fourpointstallahasseedowntown.com
Daws, Russell Tallahassee Museum of History & Natural Science	Begin Term: 10/19/2010 End Term: 10/31/2014 Type: four years	Original Date: 3/27/2004 <hr/> Appointed by: Board of County Commissioners	Notes: Email: rdaws@tallahasseemuseum.org
Barber, Chucha	Begin Term: 10/25/2011 End Term: 10/30/2015 Type: four years	Original Date: 11/27/2007 <hr/> Appointed by: Board of County Commissioners	Notes: Email: chuchabarber@gmail.com
Miller, Nancy Tallahassee City Commission	Begin Term: 6/1/2011 End Term: 10/31/2014 Type: four years	Original Date: 6/1/2011 <hr/> Appointed by: Tallahassee City Commission	Notes: E-Mail: nancy.miller@talgov.com
Desloge, Bryan Board of County Commissioners	Begin Term: 1/1/2013 End Term: 12/31/2015 Type: two years	Original Date: 1/1/2011 <hr/> Appointed by: Board of County Commissioners	Notes: Board representative Email:deslogeb@leoncountyfl.gov

<p>McGee, Marion</p>	<p>Begin Term: 10/23/2012 End Term: 9/30/2016 Type: four years</p>	<p>Original Date: 10/23/2012</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Notes: Email: mmcgee@rileymuseum.org</p> <p>Appointed by City Commission - At Large</p>
<p>Brashier, Jonathan C.</p>	<p>Begin Term: 11/19/2013 End Term: 10/31/2017 Type: four years</p>	<p>Original Date: 11/19/2013</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Notes: Category: Hotel/Motel Email: jonathan.brashier@alofthotels.com</p>
<p>Maddox, Scott Tallahassee City Commission</p>	<p>Begin Term: 9/2/2014 End Term: 10/31/2018 Type: two years</p>	<p>Original Date: 9/2/2014</p> <hr/> <p>Appointed by: Tallahassee City Commission</p>	<p>Notes: category: City of Tallahassee Representative Email: Scott.Maddox@talgov.com</p>
<hr/>			

From: Russell Daws <rdaws@tallahasseemuseum.org>
To: <CobleC@leoncountyfl.gov>
Date: 8/28/14 8:36 AM
Subject: TDC term expiration

Ms. Coble,

It is my understanding that my term on the Leon County Tourist Development Council is soon to expire. I wanted to inform you that I would like to be reappointed if possible.

Please let me know if there is anything I should do, if my reappointment is possible.

Thank you.

Russell S. Daws
Executive Director/CEO
Tallahassee Museum

3945 Museum Drive
Tallahassee, FL 32310-6325

850-576-2531 (o)
850-574-8243 (f)

www.tallahasseemuseum.org
www.treetotreadventures.com

From: Comfort Suites Tallahassee <paresh.master@comfordsuitestallahassee.com>
To: <CobleC@leoncountyfl.gov>
Date: 9/9/14 1:24 PM
Subject: TDC Reappointment

Christine -

It has been an honor to serve the TDC board for these past four years and I would like to be reappointed for the TDC board for the next term. Please let me know if there are any additional information that I can provide. My cell number is (850) 566-1987.

Thanks,

Paresh Master
General Manager

Comfort Suites - Tallahassee
1026 Apalachee Pkwy
Tallahassee, FL 32301

(850) 224-3200 - Tel
(850) 216-0558 - Fax

From: "Bo Schmitz" <bo.schmitz@fourpointstallahasseedowntown.com>
To: <CobleC@leoncountyfl.gov>
CC: "Lee Daniel" <DaniellLee@leoncountyfl.gov>, "Kaye Hogan" <HoganK@leoncountyfl.gov>, "Chris Holley" <HolleyC@leoncountyfl.gov>, <BryantA@leoncountyfl.gov>
Date: 9/5/14 7:35 AM
Subject: request for full TDC term
Attachments: image001.jpg; image002.jpg; image003.jpg

Good morning Christine,

Per Lee's instruction, I am requesting to be appointed to a full term on the TDC in the hotel/motel category.

Please let me know if you need anything else from me.

Thanks,

T. Bo Schmitz, CHA

General Manager, Four Points by Sheraton Tallahassee Downtown

316 West Tennessee Street, Tallahassee, Florida 32301, United States
T 850 422 4205 M 616 644 5874 F 850 422 0067

bo.schmitz@fourpointstallahasseedowntown.com

**Leon County
Board of County Commissioners**


Notes for Agenda Item #26

Leon County Board of County Commissioners

Cover Sheet for Agenda #26

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2014/2015

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Tim Barden, Principal Management & Budget Analyst Felisa Barnes, Principal Management & Budget Analyst Tim Carlson, Senior Budget Analyst Chris Holley, Budget Analyst

THIS ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #27

Leon County Board of County Commissioners

Cover Sheet for Agenda #27

September 23, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Public Works and Community Development Wayne Tedder, Planning, Land Management and Community Enhancement (PLACE)
Lead Staff/ Project Team:	Dan Lucas, Senior Planner

Fiscal Impact:

This item has been budgeted and adequate funding is available.

Staff Recommendation:

Option #1: Conduct first and only public hearing and adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule (Attachment #1).

Report and Discussion

Background:

The annual update to the Five-Year Schedule of Capital Improvements in the Tallahassee-Leon County Comprehensive Plan comes before the Board for consideration following the budget hearings for FY 2014/15. Updating the five-year Capital Improvement Schedule (CIS) in the Comprehensive Plan is adopted by ordinance and, since statutory changes made in 2011, may not be deemed to be amendments to the local comprehensive plan. Capital improvements required to be included in the Schedule are: sanitary sewer, solid waste, drainage, potable water, and transportation facilities, including mass transit.

Analysis:

Pursuant to §163.3177(3)(b), F.S., the capital improvements element (CIE) must be reviewed by the local government on an annual basis. The CIS consists of excerpts from the County's (and City's) adopted Capital Improvements Programs, the five-year capital plans from Capital Region Transportation Planning Agency (CRTPA), and any Significant Benefit projects funded by proportionate share payments.

Additionally, the CIS includes the School District's adopted five-year Work Program, adopted by reference into the Comprehensive Plan. As part of the annual capital improvements update, staff also recommends updating Capital Improvements Element Policy 1.2.8 to adopt by reference Leon County Schools' 2014-2015 five-year District Facilities Work Program into the five-year Schedule of Capital Improvements:

Capital Improvements Element Policy 1.2.8

Leon County Schools' 2013~~4~~⁴-2014~~5~~⁵ five-year District Facilities Work Program (as adopted by Leon County Schools on September 24~~3~~³, 2013~~4~~⁴) is hereby adopted by reference into the five-year Schedule of Capital Improvements. The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of service standard for public schools is achieved and maintained.

The 2014 CIE update is now before the Board for consideration incorporating portions of the County's Capital Improvements Program adopted by the Board during the FY 2014/2015 budget hearings. The request has been noticed and advertised in accordance with the provisions of the *Leon County Land Development Code* (Attachment #2). Staff recommends adoption of the update to the Capital Improvements Schedule.

Options:

1. Conduct first and only public hearing and adopt the Ordinance updating the Capital Improvements Schedule in the Comprehensive Plan (Attachment #1).
2. Conduct first and only public hearing and do not adopt the Ordinance updating the Capital Improvements Schedule in the Comprehensive Plan.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Ordinance
2. Notice of Public Hearing

1 WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, modifications to
2 update the 5-year capital improvements schedule may be accomplished by ordinance and may
3 not be deemed to be amendments to the local comprehensive plan; and

4 WHEREAS, pursuant to Section 163.3187(1)(c), Florida Statutes, the Board of County
5 Commissioners of Leon County held a public hearing with due public notice having been
6 provided on this update to the comprehensive plan; and

7 WHEREAS, the Board of County Commissioners of Leon County further considered all
8 oral and written comments received during such public hearing, including the data collection and
9 analyses packages and the recommendations of the Tallahassee-Leon County Local Planning
10 Agency; and

11 WHEREAS, in exercise of its authority the Board of County Commissioners of Leon
12 County has determined it necessary and desirable to adopt this update to the comprehensive plan
13 to preserve and enhance present advantages; encourage the most appropriate use of land, water
14 and resources, consistent with the public interest; overcome present handicaps; and deal
15 effectively with future problems that may result from the use and development of land within
16 Leon County, and to meet all requirements of law;

17 BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,
18 that:

19 **Section 1. Purpose and Intent.**

20 This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the
21 authority set out in, the Local Government Comprehensive Planning and Land Development
22 Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, as amended.

23 **Section 2. Capital Improvements Element Update.**

24
25 The Ordinance does hereby adopt the following portion of the text attached hereto as
26 Exhibit “A,” and made a part hereof, as an update to the Tallahassee-Leon County 2030
27 Comprehensive Plan, as amended, and does hereby update “The Tallahassee-Leon County 2030

1 Comprehensive Plan,” as amended, in accordance therewith, being an annual update to the
2 following Plan element:

3 FY 2014/15 – Capital Improvements Schedule, which relates to the Capital
4 Improvements Element.
5

6 **Section 3. Capital Improvements Element Policy 1.2.8.**
7

8 The Ordinance does hereby adopt the following portion of the text attached hereto as
9 Exhibit “A,” and made a part hereof, as an update to the Tallahassee-Leon County 2030
10 Comprehensive Plan, as amended, and does hereby update “The Tallahassee-Leon County 2030
11 Comprehensive Plan,” as amended, in accordance therewith, being an annual update to the
12 following Plan element:

13 FY 2014/15 – Capital Improvements Element Policy 1.2.8, which relates to the Capital
14 Improvements Element.
15

16 **Section 4. Applicability and Effect.**

17 The applicability and effect of this update to the 2030 Comprehensive Plan shall be as
18 provided by the Local Government Comprehensive Planning and Land Development Regulation
19 Act, Sections 163.3161 through 163.3215, Florida Statutes, this Ordinance, and shall apply to all
20 properties under the jurisdiction of Leon County.

21 **Section 5. Conflict with Other Ordinances and Codes.**

22 All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in
23 conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

24 **Section 6. Severability.**

25 If any provision or portion of this Ordinance is declared by any court of competent
26 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and
27 portions of this Ordinance shall remain in full force and effect.
28

1 **Section 7. Copy on File.**

2 To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public,
3 a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon
4 County 2030 Comprehensive Plan and these updates thereto, shall also be located in the
5 Tallahassee-Leon County Planning Department. The Planning Director shall also make copies
6 available to the public for a reasonable publication charge.

7 **Section 7. Effective Date.**

8 The effective date of this Plan update shall be according to law and the applicable statutes
9 and regulations pertaining thereto.

10 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon
11 County, Florida, this _____ day of _____, 2014.

12 LEON COUNTY, FLORIDA

13
14
15
16 BY: _____
17 KRISTIN DOZIER, CHAIRMAN
18 BOARD OF COUNTY COMMISSIONERS
19

20 ATTESTED BY:
21 BOB INZER, CLERK OF THE COURT
22 AND COMPTROLLER
23

24
25 BY: _____
26 CLERK
27

28 APPROVED AS TO FORM:
29 COUNTY ATTORNEY'S OFFICE
30 LEON COUNTY, FLORIDA
31

32
33 BY: _____
34 HERBERT W.A. THIELE, ESQ.
35 COUNTY ATTORNEY

EXHIBIT A

TEXT UPDATE FY 2015 – FY 2019 CAPITAL IMPROVEMENTS ELEMENT POLICY 1.2.8 AS ADOPTED:

Capital Improvements Element Policy 1.2.8

Leon County Schools' 201~~34~~-201~~45~~ five-year District Facilities Work Program (as adopted by Leon County Schools on September 2~~43~~, 201~~34~~) is hereby adopted by reference into the five-year Schedule of Capital Improvements. The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of service standard for public schools is achieved and maintained.

**TEXT UPDATE
FY 2015 – FY 2019
CAPITAL IMPROVEMENTS SCHEDULE
AS ADOPTED:**

LEON COUNTY

CAPITAL IMPROVEMENTS SCHEDULE



Components of the Schedule of Capital Improvements:

- Leon County 5-year Capital Improvements Program excerpts
- CRTPA 5-year Transportation Improvement Program, Major Capacity
- CRTPA Regional Mobility Plan (RMP) Priority Project List
- Significant Benefit Project Priority List

Leon County Board of County Commissioners

CIE Schedule of Projects Plan Amendment FY 2015 - FY 2019

Funding Source: Proportionate Share Accounts

Fund Description	FY 2014 Adjusted Budget	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
125 Bannerman: Thomasville to Meridian (SB) ¹	2,020,300	-	-	-	-	-	2,020,300
125 Beechridge Trail Improvements	246,662	-	-	-	-	-	246,662
125 Pullen/Old Bainbridge Intersection	292,903	-	-	-	-	-	292,903
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>							
NONE		-	-	-	-	-	-
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
125 Intersection & Safety Improvements ²	361,300	-	-	-	-	-	361,300
125 North Monroe Turn Lane	939,737	-	-	-	-	-	939,737
GRAND TOTAL	3,860,902	-	-	-	-	-	3,860,902

Funding Source: Capital Improvement Fund (General Revenue)

Fund Description	FY 2014 Adjusted Budget	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Project Total
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>							
305 Transportation and Stormwater Improvements	3,409,427	-	-	-	-	-	3,409,427
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
305 Baum Road Drainage Improvements	-	-	75,000	-	155,000	-	230,000
305 Killearn Lakes Plantation Stormwater	125,633	-	-	-	-	-	125,633
305 Pedrick Pond Stormwater Reuse Irrigation System	304,104	-	-	-	-	-	304,104
305 Stormwater Structure Inventory Mapping	757,514	-	-	-	-	-	757,514
305 Total Maximum Daily Load (TMDL) Compliance Activities	100,000	-	250,000	250,000	250,000	-	850,000
GRAND TOTAL	4,696,678	-	325,000	250,000	405,000	-	5,676,678

Funding Source: Gas Tax

Fund Description	FY 2014 Adjusted Budget	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
306 Bannerman: Thomasville to Meridian (SB) ¹	-	750,000	-	-	-	-	750,000
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
306 Arterial Collector Road Pavement Markings	135,200	135,200	135,200	135,200	135,200	135,200	811,200
306 Florida Department of Transportation Permitting Fees	50,000	50,000	50,000	50,000	50,000	50,000	300,000
306 Public Works: Design and Engineering Services	60,000	60,000	60,000	60,000	60,000	60,000	360,000
306 Sidewalk Program	1,000,000	615,625	1,372,275	1,379,400	1,386,050	1,393,175	7,146,525
306 Transportation and Stormwater Improvements	1,500,000	500,000	100,000	-	400,000	100,000	2,600,000
GRAND TOTAL	2,745,200	2,110,825	1,717,475	1,624,600	2,031,250	1,738,375	11,967,725

Leon County Board of County Commissioners

CIE Schedule of Projects Plan Amendment FY 2015 - FY 2019

Funding Source: Sales Tax

Fund Description	FY 2014 Adjusted Budget	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
308 Bannerman: Thomasville to Meridian (SB) ¹	538,028	-	-	-	-	-	538,028
308 Beechridge Trail Improvements	581,538	-	-	-	-	-	581,538
308 Pullen/Old Bainbridge Intersection	546,489	-	-	-	-	-	546,489
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
308 Arterial/Collector and Local Road Resurfacing	3,821,494	153,099	-	-	-	-	3,974,593
308 Intersection & Safety Improvements ²	6,424,492	-	-	-	-	-	6,424,492
308 Open Grade Cold Mix (OGCM) Maintenance and Resurfacing	784,147	600,000	-	-	-	-	1,384,147
GRAND TOTAL	12,696,188	753,099	-	-	-	-	13,449,287

Funding Source: Sales Tax Extension

Fund Description	FY 2014 Adjusted Budget	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
NONE							-
<u>Comprehensive Plan Capital Improvements: Stormwater Elements</u>							
309 Killearn Acres Flood Mitigation	452,361	100,000	200,000	-	-	-	752,361
309 Lake Henrietta Renovation	-	40,000	350,000	-	-	-	390,000
309 Lakeview Bridge	760,389	-	-	-	-	-	760,389
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
309 Arterial/Collector and Local Road Resurfacing	1,850,000	3,046,901	4,050,000	3,450,000	3,415,000	3,450,000	19,261,901
309 Blueprint 2000 Water Quality Enhancements	809,850	282,000	-	-	-	-	1,091,850
309 Community Safety and Mobility	1,876,158	750,000	750,000	750,000	-	680,000	4,806,158
309 Gum Road Target Planning Area	2,148,474	-	3,200,000	-	-	-	5,348,474
309 Intersection & Safety Improvements ²	750,000	-	355,854	-	750,000	-	1,855,854
309 Killearn Lakes Plantation Stormwater	1,144,408	750,000	100,000	-	-	-	1,994,408
309 Lexington Pond Retrofit	4,822,953	-	-	-	-	-	4,822,953
309 Longwood Outfall Retrofit	223,578	-	-	-	-	-	223,578
309 Open Grade Cold Mix (OGCM) Maintenance and Resurfacing	-	-	600,000	600,000	600,000	600,000	2,400,000
GRAND TOTAL	14,838,171	4,968,901	9,605,854	4,800,000	4,765,000	4,730,000	43,707,926

Funding Source: Countywide Road District (Impact Fee)

Fund Description	FY 2014 Adjusted Budget	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Elements</u>							
341 North Monroe Turn Lane	1,736,912	-	-	-	-	-	1,736,912
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
NONE							
GRAND TOTAL	1,736,912	-	-	-	-	-	1,736,912

Leon County Board of County Commissioners

CIE Schedule of Projects Plan Amendment FY 2015 - FY 2019

Funding Source: Northwest Urban Collector (Impact Fees)

Fund Description	FY 2014 Adjusted Budget	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Project Total
Comprehensive Plan Capital Improvements: Transportation Elements							
343 Pullen Road at Old Bainbridge Road	370,278	-	-	-	-	-	370,278
Capital Improvement Projects Not Related to the Comprehensive Plan:							
NONE							
GRAND TOTAL	370,278	-	-	-	-	-	370,278

Funding Source: Southeast Urban Collector (Impact Fee)

Fund Description	FY 2014 Adjusted Budget	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Project Total
Comprehensive Plan Capital Improvements:							
NONE							-
Capital Improvement Projects Not Related to the Comprehensive Plan:							
NONE							
GRAND TOTAL	-	-	-	-	-	-	-

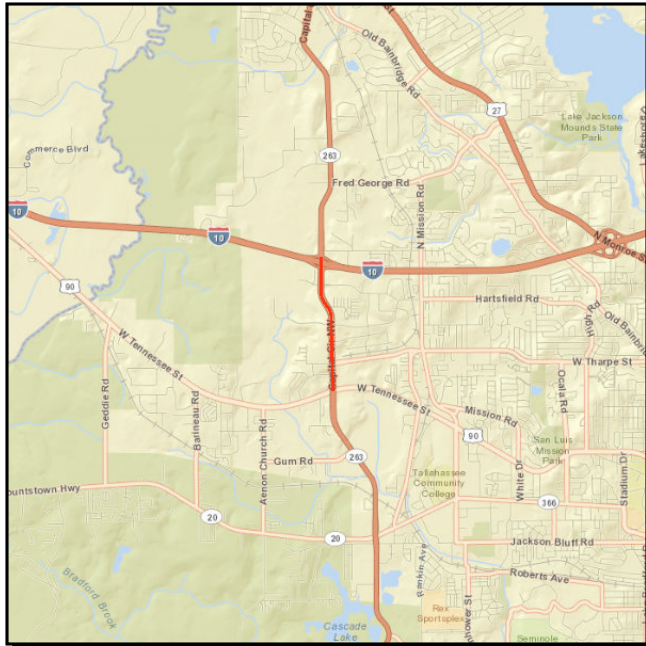
Notes:

- SB** (Significant Benefits): This project is included in the Significant Benefit Memorandum of Agreement between the City of Tallahassee, Leon County, and the Florida Department of Transportation, as described in Policy 1.2.2(c) of the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan.
- Intersection and Safety Improvements: Total Project Funding 7,535,792 - 355,854 - 750,000 - 8,641,646
The following intersections will be addressed in response to concurrency requirements: Chaires Crossroad/Capitola; Geddie Road/State Road 20; Aeon Church/State Road 20; North Monroe Street/Crowder; Old Bainbridge Road/Capital Circle NW; Geddie Road/Us 90; Miles Johnson Road/Miccosuke Road; Old Bainbridge Road/Capital Circle NW; Wakulla Spring Highway/Oak Ridge Road

2197221

SR 263 CAP CIR NW

SIS



Work Summary: ADD LANES & RECONSTRUCT

From: FROM SR 10 (US 90) TENN.

To: TO SR 8 (I-10) WEST RAMP

Lead Agency: Blueprint 2000

Length: 2.534 mi

County: Leon County

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
MSC	ACSU	4,590	0	0	0	0	4,590
MSC	DS	772,639	0	0	0	0	772,639
Total		777,229	0	0	0	0	777,229

Prior Cost < 2014/15: 98,689,710

Future Cost > 2018/19: 0

Total Project Cost: 99,466,939

Project Description: Construction on this project was completed in 2007 (widened to 6 lanes with bike lanes and sidewalks). The funding shown represents FDOT reimbursement to Blueprint 2000 for the agency's advancement of funds.

4157829

SR 263 CAPITAL CIR

SIS



Work Summary: PRELIM ENG FOR FUTURE CAPACITY
From: FROM CR2203 SPRINGHILL RD
To: TO SR 373 ORANGE AVENUE
Lead Agency: FDOT
Length: 4.126 mi
County: Leon County
LRTP #: RMP Page 79

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
ROW	DIH	0	67,465	0	0	0	67,465
ROW	GMR	0	8,654,900	0	0	0	8,654,900
Total		0	8,722,365	0	0	0	8,722,365

Prior Cost < 2014/15: 2,137,437

Future Cost > 2018/19: 46,572,698

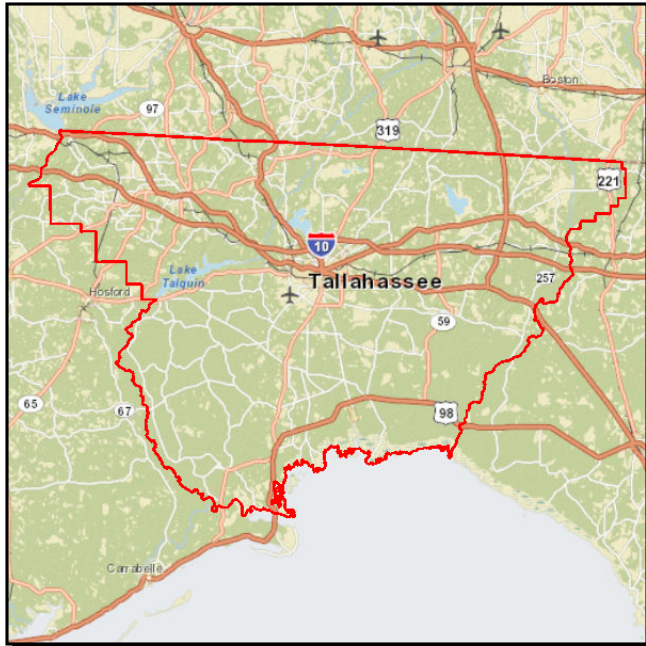
Total Project Cost: 57,432,500

Project Description: Provides design funding for the future widening of Capital Circle from Springhill Road to Orange Avenue.

4217162

CAPITAL REGION TPA

Non-SIS



Work Summary: MODAL SYSTEMS PLANNING

From: PLANNING SECTION 5303

To: GRANT

Lead Agency: FDOT

County: Leon County

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
PE	DU	130,180	0	0	0	0	130,180
PE	DPTO	16,273	0	0	0	0	16,273
PE	LF	16,273	0	0	0	0	16,273
Total		162,726	0	0	0	0	162,726

Prior Cost < 2014/15: 456,532

Future Cost > 2018/19: 0

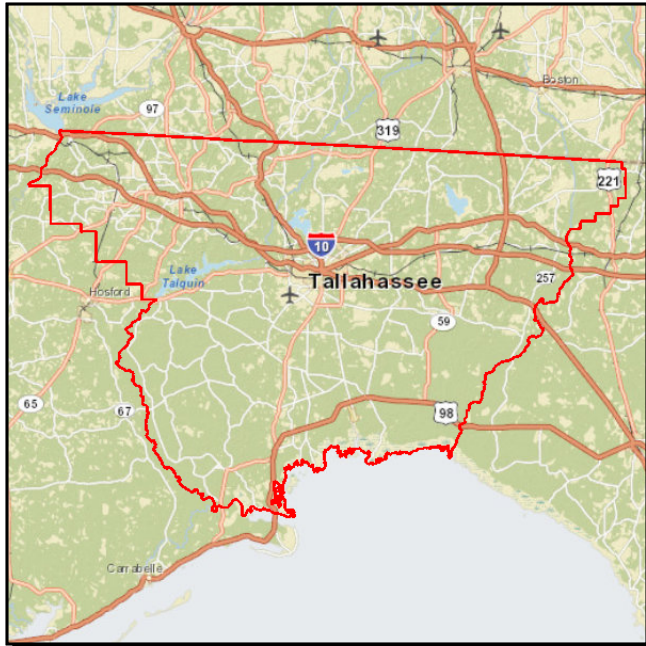
Total Project Cost: 619,258

Project Description: Provides federal funds for staff efforts associated with the metropolitan transportation planning process.

4225442

CRTPA

Non-SIS



Work Summary: PLANNING MODELS/DATA UPDATE
From: LRTP UPDATE
To:

Lead Agency: FDOT

County: Leon County

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
PE	SU	50,000	0	200,000	300,000	0	550,000
Total		50,000	0	200,000	300,000	0	550,000

Prior Cost < 2014/15: 475,000

Future Cost > 2018/19: 0

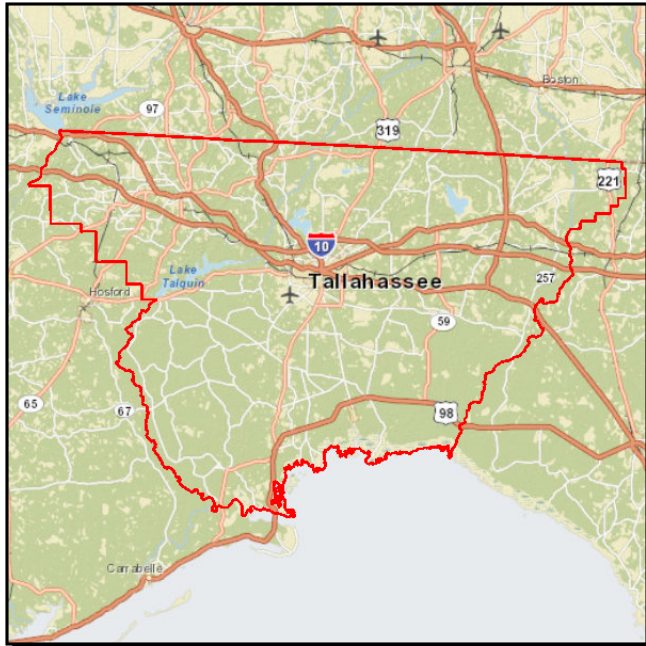
Total Project Cost: 1,025,000

Project Description: Provides funding for the next update of the CRTPA's Long Range Transportation Plan (also known as the Regional Mobility Plan). The plan is a federally mandated plan that the CRTPA updates every 5 years to examine the long range transportation needs of the CRTPA area and identify future transportation projects.

4225443

CRTPA

Non-SIS



Work Summary: PLANNING MODELS/DATA UPDATE
From: LONG RANGE TRANSPORTATION
To: PLAN UPDATE - 2040

Lead Agency: FDOT

County: Leon County

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
PE	D	0	0	0	0	375,000	375,000
Total		0	0	0	0	375,000	375,000

Prior Cost < 2014/15: 497,908

Future Cost > 2018/19: 0

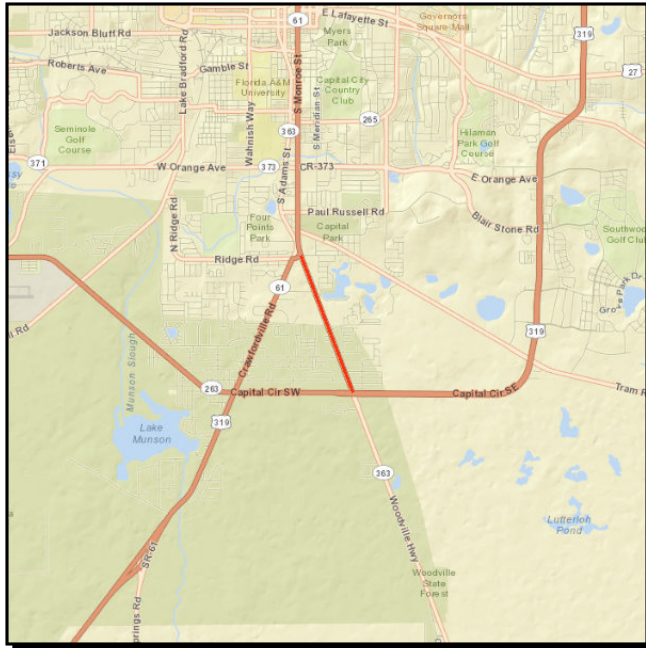
Total Project Cost: 872,908

Project Description: Provides funding for the next update of the CRTPA's Long Range Transportation Plan (LRTP). The LRTP is a federally mandated plan that the CRTPA updates every 5 years to examine the long range transportation needs of the CRTPA area and identify future transportation projects.

4240094

SR 363 Woodville Highway

Non-SIS



Work Summary: ADD LANES & RECONSTRUCT

From: SR 263 Capital Circle (US 319)

To: Gail Avenue

Lead Agency: FDOT

Length: 1.640 miles

County: Leon County

LRTP #: RMP Page 79

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
ROW	SA	0	0	0	1,200,000	0	1,200,000
Total		0	0	0	1,200,000	0	1,200,000

Prior Cost < 2014/15: 1,470,669

Future Cost > 2018/19: 0

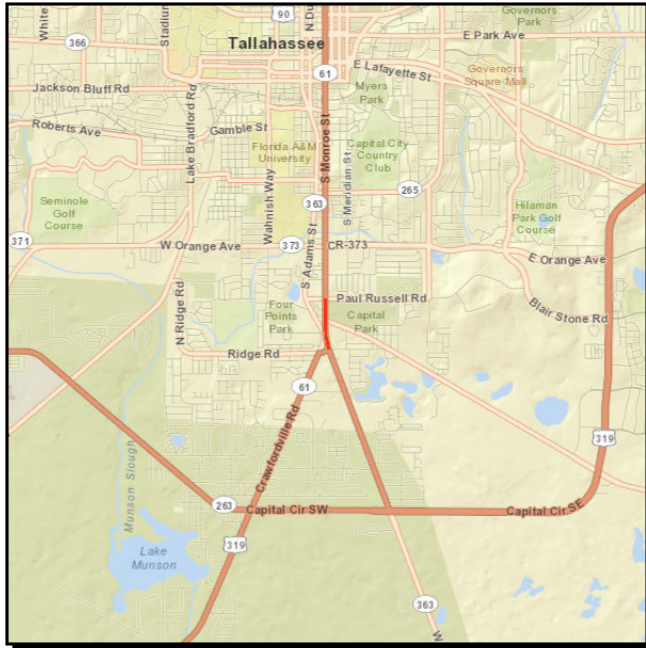
Total Project Cost: 2,670,669

Project Description: Provides design funding associated with the widening of Woodville Highway from Capital Circle to Gaile Avenue.

4240095

SR 363 Woodville Highway

Non-SIS



Work Summary: PRELIMINARY ENGINEERING

From: Gaile Avenue

To: SR 363/Paul Russell Road

Lead Agency: FDOT

Length: .500 miles

County: Leon County

LRTP #: RMP page 79

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
PE	SU	134,339	0	0	0	0	134,339
Total		134,339	0	0	0	0	134,339

Prior Cost < 2014/15: 598,653

Future Cost > 2018/19: 0

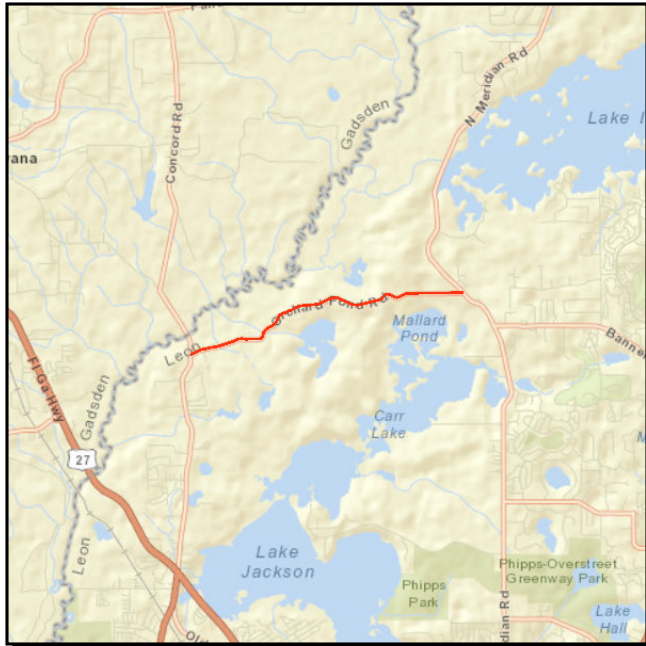
Total Project Cost: 732,992

Project Description: This project provides funding for the widening of Woodville Highway.

4320031

ORCHARD PND GREENWAY

Non-SIS



Work Summary: NEW ROAD CONSTRUCTION
From: FROM CR 0361 OLD BAINBR.
To: TO CR 155 MERIDIAN ROAD
Lead Agency: FDOT
Length: 5.200 mi
County: Leon County
LRTP #: RMP Needs Plan: Page 4

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
CST	SIB1	3,000,000	0	0	0	0	3,000,000
Total		3,000,000	0	0	0	0	3,000,000

Prior Cost < 2014/15: 10,500,000

Future Cost > 2018/19: 0

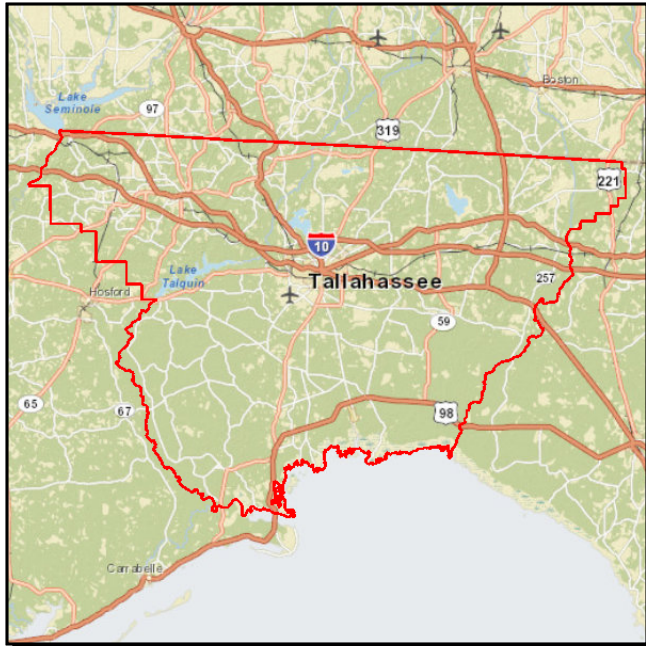
Total Project Cost: 13,500,000

Project Description: Provides a State Infrastructure Bank (SIB) loan for the construction of The Orchard Pond Greenway, a private five-mile toll road in north Leon County (from Old Bainbridge Road to Meridian Road).

4348791

CAPITAL REGION TPA FY 18-19

Non-SIS



Work Summary: TRANSPORTATION PLANNING

From:

To:

Lead Agency: CRTPA

Length: .000

County: Leon County

Phase	Fund Source	2014/15	2015/16	2016/17	2017/18	2018/19	Total
PE	PL	0	0	0	0	486,274	486,274
Total		0	0	0	0	486,274	486,274

Prior Cost < 2014/15: 0
Future Cost > 2018/19: 0
Total Project Cost: 486,274
Project Description:

REGIONAL MOBILITY PLAN COST FEASIBLE PLAN

Amended June 17, 2013

Project #	Identified Projects				Tier 1: 2016 - 2020		Tier 2: 2021 - 2025		Tier 3: 2026 - 2030		Tier 4: 2031 - 2035	
	NAME	TERMINI		PROPOSED IMPROVEMENT	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost
		FROM	TO									
1	Quincy By-Pass	SR 12	US 90	Capacity/Safety	Construction	\$ 15,700,000						
2	Crawfordville Road Express Bus	Tallahassee	Crawfordville	Express Bus	Implement	\$ 2,136,872						
3	Satellite Transfer Center	Southwood		Transfer Center	Implement	\$ 1,873,300						
4	Franklin Boulevard	Cascade Park	Tennessee Street	Bike Lanes/Sidewalks	Construction	\$ 513,717						
5	Bannerman Road	Thomasville Road	Tekesta Drive	Sidewalks	Design/Const	\$ 901,935						
6	Orange Avenue	Capital Circle, Southwest	Lake Bradford Road	Sidewalks	Design/Const	\$ 1,400,652						
7	Havana Express Bus Service	Havana	Tallahassee	Express Bus	Implement	\$ 2,136,872						
8	Monticello Express Bus Service	Monticello	Tallahassee	Express Bus	Implement	\$ 2,136,872						
9	Park and Ride - Midway	Near City Hall		Park and Ride	Implement	\$ 406,100						
10	10th Avenue	Duval Street	Monroe at Legion Street	Shared-use path	Design/Const	\$ 725,244						
11	7th Avenue	TMH	Bronough Street	Bike Lanes/Sidewalks	Design/Const	\$ 1,173,223						
12	Barbourville Drive	Adams Street	MLK Boulevard	Sidewalks	Design/Const	\$ 116,721						
13	Brevard Street	Woodward Street	Miccosukee Road/Wilson Avenue	Bike Lanes	Design/Const	\$ 848,880						
14	Clay Street	Alabama Street	Preston Street	Sidewalks	Design/Const	\$ 132,638						
15	Coleman Street	Walcott Street	Lake Bradford Road	Sidewalks	Design/Const	\$ 74,277						
16	Crawfordville Road	In Crawfordville		Sidewalks	Design/Const	\$ 1,878,147						
17	Duval Street	Gaines Street	Tharpe Street	Bike Lanes	Design/Const	\$ 1,143,158						
18	Eisenhower Road	McElroy Road	Orange Avenue	Sidewalks	Design/Const	\$ 307,719						
19	Gibbs Drive	Tharpe Street	Monticello Drive	Sidewalks	Design/Const	\$ 307,719						
20	Madison Street	Woodward Street	Macomb Street	Bike/Ped Improvements	Design/Const	\$ 548,235						
21	Meridian Street	Van Buren Street	Paul Russell Road	Bicycle Route	Design/Const	\$ 4,096						
22	Orange Avenue	Lake Bradford Road	Monroe Street	Bike Lanes/Sidewalks	Design/Const	\$ 1,559,830						
23	Palmer Avenue	MLK Jr. Boulevard	Gadsden Street	Sidewalks	Design/Const	\$ 111,416						
24	Palmetto Street	MLK Jr. Boulevard	Adams Street (South)	Bike Lanes/Sidewalks	Design/Const	\$ 230,259						
25	Pasco Street	Wies Street	Orange Avenue	Sidewalks	Design/Const	\$ 148,554						
26	Pottsdamer Street	Orange Avenue	Paul Dirac Road	Sidewalks	Design/Const	\$ 493,412						
27	Quincy Loop	US 90 South	SR 12	Capacity/Safety	PDE/Design	\$ 2,970,032	ROW	\$ 17,016,975	Construction	\$ 15,000,000		
28	Woodward Avenue	Jefferson Street	Gaines Street	Bike/Ped Improvements	Design/Const	\$ 307,012						
29	Volusia Street	Old Bainbridge Road	Joe Louis Street	Sidewalks	Design/Const	\$ 265,275						
30	Wies Street	Holton Street	Pasco Street	Sidewalks	Design/Const	\$ 68,972						
T-1	Capital Circle	Apalachee Parkway	End of exist. Sidepath/Hill Lane	Trail Adjacent to Road	Design/Const	\$ 433,872						
T-2	Sharrow Projects				Implement	\$ 10,000						
	SR 61/Thomasville Road	9th Street (East)	Meridian Road	Sharrow								
	US 90/Washington Drive (West)	Mahan Drive	MLK Jr Avenue	Sharrow								
	S Water Street	Williams Street	US 90/Washington Street (West)	Sharrow								
	Crawford Street	US 90/Jefferson Street (West)	Eames Street	Sharrow								
	Main Street	Holly Street	Main St (North)/Azalea Drive	Sharrow								
	Holly Drive	US 90/Washington Street (West)	Main Street	Sharrow								
	Main Street (North)	Main Street/Azalea Drive	US 90/Washington Street (West)	Sharrow								
	Meridian Road	SR 61/Thomasville Road	Henderson Road	Sharrow								
31	Tram Road	Local Bus Service		Bus Service Expansion	Implement	\$ 1,207,165						
32	Belle Vue Way	Mabry Street	Hayden Road	Shared-use path	Design	\$ 116,918	ROW/Const	\$ 4,273,715				
33	Innovation Park Trail	Along Roberts Road, Iamonia Street, Stuckey Avenue, Gamble Street		Shared-use path	Design	\$ 140,498	ROW/Const	\$ 5,135,641				
34	Magnolia Drive	Lafayette Street	North of Apalachee Parkway	Intersection Improvements	Design/Const	\$ 1,102,758						
35	St. Augustine Street/Madison Street	Stadium Drive	Meridian Street	Bike Lanes	Design/Const	\$ 814,925						
36	Tram Road	Gaile Avenue	Zilah Street	Bike Lanes	Design/Const	\$ 50,933						
37	Woodville Highway	Page Road	Larchmont Lane	Sidewalks	Design/Const	\$ 530,550						
T-3	Maclay Boulevard	Maclay Commerce Drive	Maclay Road	Trail Adjacent to Road	Design/Const	\$ 2,507,238						
T-4	MLK Jr Boulevard/Brickyard Road	Knight Road	Easement East of Midway/S of RR	Bike Lanes	Design/Const	\$ 1,658,146						
T-5	MLK Jr Boulevard	Pat Thomas Parkway	Camilla Avenue	Trail Adjacent to Road	Design/Const	\$ 879,567						
T-6	MLK Jr Boulevard	Camilla Avenue	Atlanta Street (South)	Bike Lanes	Design/Const	\$ 424,440						
T-7	On easement/Market Square area (E-W power transmission line)	E-W from easement	Maclay Boulevard	Trail on Easement	Design/Const	\$ 477,495						
T-8	Pepper Drive	Lake Bradford	Lipona Road	Bike Lanes	Design/Const	\$ 447,077						
T-9	Lipona Road	Pepper Drive	Pensacola Street (West)	Bike Lanes	Design/Const	\$ 362,189						
T-10	Dover Road	MLK Jr Boulevard/Brickyard	US 90	Bike Lanes	Design/Const	\$ 305,597						
T-11	Tennessee Street (West)	Easement West of SR 263	Exist. Bike lanes on Tennessee Street (West)	Bike Lanes	Design/Const	\$ 186,754						
38	5th Avenue	Thomasville Road	Monroe Street	Sidewalks	Design/Const	\$ 79,583						
39	Adams Street	Gaines Street	Magnolia Drive	Bike Lanes	Design/Const	\$ 605,534						
40	Basin Street	Tennessee Street	Alabama Street	Sidewalks	Design/Const	\$ 265,275						
41	Belmont Road	Park Avenue	Nugent Drive	Sidewalks	Design/Const	\$ 217,526						
42	Bloxham Street	Railroad Avenue	Myers Park Drive	Bicycle Route	Design/Const	\$ 1,740						
43	Bloxham Street	Monroe Street	Myers Park Drive	Sidewalks	Design/Const	\$ 111,416						
44	Boone Boulevard	Tupelo Terrace/Alder Drive	Northwood Mall	Sidewalks	Design/Const	\$ 175,082						

REGIONAL MOBILITY PLAN COST FEASIBLE PLAN

Amended June 17, 2013

Project #	Identified Projects			Tier 1: 2016 - 2020		Tier 2: 2021 - 2025		Tier 3: 2026 - 2030		Tier 4: 2031 - 2035		
	NAME	TERMINI		PROPOSED IMPROVEMENT	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost
		FROM	TO									
45	Bragg Drive	Wheatly Street	Rackley Road	Sidewalks	Design/Const	\$ 68,972						
46	Bronough Street	10th Avenue	Gaines Street	Bike Lanes	Design/Const	\$ 1,018,656						
47	Broward Street	Apalachee Parkway	Park Avenue	Sidewalks	Design/Const	\$ 112,988						
48	Castlewood Drive	Meridian Street	Tartary Drive	Sidewalks	Design/Const	\$ 68,972						
49	Chocksacka Nene	Indianhead Drive East	Jim Lee Road	Sidewalks	Design/Const	\$ 233,442						
50	Chowkeebin Nene	Magnolia Drive	Apakin Nene	Sidewalks	Design/Const	\$ 254,664						
51	Chowkeebin Nene	Apakin Nene	Hasosaw Nene	Sidewalks	Design/Const	\$ 482,801						
52	College Avenue	Copeland Street	Bronough Street	Bike/Ped Improvements	Design/Const	\$ 427,623						
53	Floral Street	Disston Street	Russell Street	Sidewalks	Design/Const	\$ 26,528						
54	Gadsden Street	Palmer Street	Magnolia Drive	Sidewalks	Design/Const	\$ 266,651						
55	Gaile Avenue	Crawfordville Road	Tram Road	Bike Lanes	Design/Const	\$ 322,994						
56	Holton Street	Campbell Street	Wies Street	Sidewalks	Design/Const	\$ 116,721						
57	Iamonia Street	Levy Avenue	Roberts Avenue	Sidewalks	Design/Const	\$ 126,546						
58	Indianhead Drive East	Lafayette Street	Apakin Nene	Sidewalks	Design	\$ 22,794	Construction	\$ 154,077				
59	Ingleside Avenue	Gadsden Street	Marion Avenue	Sidewalks	Design	\$ 55,020	Construction	\$ 371,910				
60	Monticello Drive	Tharpe Street	John Knox Road	Sidewalks	Design/Const	\$ 228,137						
61	Oakland Avenue	Monroe Street/Adams Street	Meridian Street	Sidewalks	Design/Const	\$ 334,247						
62	Parkridge Drive	Bragg Drive	Ryco Drive	Sidewalks	Design/Const	\$ 79,583						
63	Paul Russell Road	South Monroe Street	Jim Lee Road	Bike Lanes/Sidewalks	Design/Const	\$ 1,096,470						
64	Perkins Street	Gadsden Street	Meridian Street	Sidewalks	Design/Const	\$ 74,277						
65	Trail extension	Existing Trail	Jefferson County High School	Shared-use path	PDE/Design/ROW	\$ 3,317,887	Construction	\$ 1,640,389				
66	Call Street	Copeland Street	Satsuma Street	Bicycle Route	Design/Const	\$ 3,205						
67	Southwood Plantation Drive	Apalachee Parkway	Southwood	Bicycle Route	Design/Const	\$ 2,769						
68	Shumard Oak Boulevard			Bicycle Route	Design/Const	\$ 1,868						
69	Capital City to the Sea Trail	Capital Region		Shared-use path	PDE/Design	\$ 3,438,750	ROW	\$ 12,041,568	ROW	\$ 12,041,568	Construction	\$ 9,000,000
70	Satellite Transfer Center	Southside Tallahassee		Super Stop/Transfer Center	Implement	\$ 1,873,300						
71	Alabama Street	Arkansas Street	Old Bainbridge Road	Sidewalks	Design/Const	\$ 482,801						
72	Eisenhower Road	McElroy Road	Roberts Avenue	Sidewalks	Design/Const	\$ 249,359						
73	Gaines Street	Meridian Street	Bloxham Street	Sidewalks	Design/Const	\$ 37,139						
74	Airport Express Bus Service	Airport	Tallahassee	Express Bus	Implement	\$ 1,488,300						
75	Satellite Transfer Center	NW Tallahassee		Transfer Center	Implement	\$ 4,986,375						
76	Indian River Street	Levy Avenue	Stuckey Avenue	Sidewalks	Design/Const	\$ 106,110						
77	Levy Street	Alumni Village	Lake Bradford Road	Bike/Ped Improvements	Design/Const	\$ 1,036,773						
78	Joyner Drive	Voncile Avenue	Watt Avenue	Sidewalks	Design/Const	\$ 221,456						
79	Indianhead Drive West	Apakin Nene	Mountbatten Road	Sidewalks	Design/Const	\$ 525,245						
80	Tanner Drive	Rackley Drive	Wheatley Road	Sidewalks	Design/Const	\$ 159,165						
T-12	Martin Road	US 19/Jefferson Street (South)	Ike Anderson Bike Trail	Trail Adjacent to Road	Design/Const	\$ 219,142						
T-13	On easement NW of Tom Brown Park	Tom Brown Park	N and W to end of Goose Pond Trail	Trail on Easement	Design/Const	\$ 1,283,931						
T-14	Weems Road	Dartmouth Drive	Mahan Drive	Bike Lanes	Design/Const	\$ 169,776						
81	Park and Ride - Woodville	Intersection of Woodville Highway and Oak Ridge Road		Park and Ride			Implement	\$ 465,500				
82	Satellite Transfer Center - Quincy	Downtown near intersection of Jefferson Street and Monroe Street		Transfer Center			Implement	\$ 2,061,500				
83	Park and Ride - Crawfordville	Intersection of Crawfordville Road and Shadeville Road		Park and Ride			Implement	\$ 465,500				
84	Satellite Transfer Center - TCC	Appleyard Road near TCC Campus		Transfer Center			Implement	\$ 2,202,200				
85	Jackson Bluff Road	Appleyard Drive	Lake Bradford Road	Bike Lanes/Sidewalks			Design/Const	\$ 2,758,417				
86	Lake Bradford Road	Stadium Drive	Orange Avenue	Bike Lanes			Design/Const	\$ 1,177,546				
87	Laura Lee Avenue	Monroe Street	Meridian Street	Sidewalks			Design/Const	\$ 118,503				
88	Lipona Road/Pepper Drive	Pensacola Street	Lake Bradford Road	Bike Lanes			Design/Const	\$ 938,045				
89	Pensacola Street	Stadium Drive	Monroe Street	Bike Lanes			Design/Const	\$ 804,989				
T-15	St Marks Trail Bike/Ped Bridge - Phase 1	West side of Woodville Highway across Capital Circle		Bike/Ped Overpass			Design/Const	\$ 6,314,000				
T-16	St Marks Trail Bike/Ped Bridge - Phase 2	South side of Capital Circle across Woodville Highway		Bike/Ped Overpass			Design/Const	\$ 4,158,000				
90	Apalachee Parkway	Magnolia Drive	Connor Boulevard	Bike/Ped Improvements			PDE/Design	\$ 704,642			Construction	\$ 5,603,966
91	Tennessee Street	Franklin Boulevard	Magnolia Drive	Bike Lanes			Design/Const	\$ 399,168				
92	Rankin Avenue	Orange Avenue	Jackson Bluff Road	Sidewalks			Design/Const	\$ 841,995				
93	Rosemary Terrace	Yaupon Drive	Tupelo Drive	Sidewalks			Design/Const	\$ 324,324				
94	Magnolia Drive	Lafayette Street	Adams Street	Bike Lanes/Sidewalks			Design/Const	\$ 3,029,103				
95	Meridian Road	7th Avenue	Tharpe Street	Sidewalks			Design/Const	\$ 270,963				
96	Meridian Street	Perkins Street	Magnolia Drive	Sidewalks			Design/Const	\$ 318,780				
97	Mission Road	White Drive	Mission Road	Bike Lanes/Sidewalks			Design/Const	\$ 1,087,040				
98	San Luis Road	Mission Road	Tharpe Street	Sidewalks			Design/Const	\$ 555,093				
99	Preston Street	Clay Lane	Basin Street	Sidewalks			Design/Const	\$ 212,058				

REGIONAL MOBILITY PLAN COST FEASIBLE PLAN

Amended June 17, 2013

Project #	Identified Projects				Tier 1: 2016 - 2020		Tier 2: 2021 - 2025		Tier 3: 2026 - 2030		Tier 4: 2031 - 2035	
	NAME	TERMINI		PROPOSED IMPROVEMENT	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost
		FROM	TO									
100	Tennessee Street	Ocala Road	Franklin Boulevard	Bike/Ped Improvements					Design/Const	\$ 4,120,718		
101	Tharpe Street	Ocala Road	Monroe Street	Access Management/Median					Design/Const	\$ 5,882,319		
102	Ranch Road (Selman Road)	US 90	End	Sidewalks					Design/Const	\$ 1,048,262		
T-17	Pat Thomas Parkway	MLK Jr Boulevard	Clark Street (West)	Trail Adjacent to Road					Design/Const	\$ 3,197,434		
T-18	Atlanta Street (South)	MLK Jr Boulevard	US 90/Blue Star Highway	Trail Adjacent to Road					Design/Const	\$ 2,826,386		
103	Tennessee Street (West) Bus Rapid Transit			BRT					PDE/Design	\$ 13,200,000		
104	Capital Circle East Express Bus Service	Capital Circle		Express Bus					Implement	\$ 2,952,472		
105	Mitchell Avenue	7th Avenue	Betton Road	Sidewalks					Design/Const	\$ 439,830		
106	MLK Jr. Boulevard	St Francis Street	Palmetto Drive	Bike Lanes/Sidewalks					Design/Const	\$ 1,530,120		
107	US 319 @ Martin Luther King			Intersection Improvements					Design/Const	\$ 598,024		
108	US 319 @ Ivan Church Road			Intersection Improvements					All	\$ 2,378,050		
109	US 319 @ Wakulla Arran Road			Intersection Improvements					Design/Const	\$ 598,024		
110	Trimble Road	Tharpe Street	Hartsfield Road	Sidewalks					Design/Const	\$ 431,711		
111	Tupelo Terrace	Alder Drive	Rosemary Terrace	Sidewalks					Design/Const	\$ 534,843		
112	Voncile Avenue	Joyner Drive	Old Bainbridge Road	Sidewalks					Design/Const	\$ 69,012		
113	Wahnish Way	FAMU Way	Osceola Avenue	Sidewalks					Design/Const	\$ 1,265,795		
114	West Call Street	Copeland Street	Dewey Street	Bike/Ped Improvements					Design/Const	\$ 241,542		
115	Yaupon Avenue	Old Bainbridge Road	Redbud Avenue	Sidewalks					Design/Const	\$ 250,169		
116	Monroe Street	Virginia Street	Apalachee Parkway	Bike Lanes					Design/Const	\$ 353,022		
117	Otter Creek Road	South of US 98	North of US 98	Sidewalks					Design/Const	\$ 388,518		
118	Glenview Drive	Thomasville Road	Monroe Street	Sidewalks					Design/Const	\$ 1,510,626		
119	Gray Street	Jefferson Street (West)	University Way	Bike/Ped Improvements					Design/Const	\$ 136,347		
120	Gadsden Street	Ingleside Avenue	9th Street	Sidewalks					Design/Const	\$ 197,924		
121	Greenwood Drive	Glenview Drive	Bradford Road	Sidewalks					Design/Const	\$ 109,958		
122	US 98	Otter Creek Road	P A Sandera Road	Sidewalks					Design/Const	\$ 234,576		
123	US 319	Ivan Church Road	Arran Road	Service Roads							All	\$ 46,675,000
T-19	US 90/Blue Star Highway	Atlanta Street	Casey Lane	Trail Adjacent to Road							Design/Const	\$ 3,365,025
124	Gaines/Myers Park/Circle	Meridian Street	Magnolia Drive	Bike Lanes/Sidewalks							Design/Const	\$ 2,014,575
125	Beech Ridge Trail	Kinegha Drive	Chiles High School	Sidewalks							Design/Const	\$ 612,482
T-20	SR 61/Thomasville Road	9th Street (East)	Existing Bike lanes/S of Interstate 10	Trail Adjacent to Road							Design/Const	\$ 3,361,939

Studies/Programs/Coordination

126	Bicycle Map	CRTPA area		Bicycle system map		\$ 75,000		\$ 15,000		\$ 15,000		\$ 15,000
127	Trails and Greenways Implementation	CRTPA area		Trails and Greenways	SPECIFIC PROJECTS IDENTIFIED AND INCLUDED IN COST FEASIBLE PLAN							
128	Duval/Bronough and Gadsden/Calhoun	One way pairs		Operational development		\$ 350,000						
129	Gadsden County Sector Plans	Gretna, Greensboro, Chattahoochee		Sector Plans		\$ 105,000						
T	Trail Coordination Efforts											
	Coordination with Woodville Corridor Study Recommendations											
	Coordination among involved agencies and advocacy groups to take advantage of opportunities to complete connections through private land holdings											
	Tallahassee Leon County Planning Department Trails and Greenways Master Plan Transportation Opportunities											
	Additional Opportunities for Sharrows											

Costs	Tier 1 Cost	\$ 79,284,841	Tier 2 Cost	\$ 69,856,640	Tier 3 Cost	\$ 71,552,249	Tier 4 Cost	\$ 70,647,987
	Transit	\$ 18,245,156	Transit	\$ 5,194,700	Transit	\$ 2,952,472	Transit	\$ -
	Non-Transit	\$ 61,039,685	Non-Transit	\$ 64,661,940	Non-Transit	\$ 68,599,777	Non-Transit	\$ 70,647,987
Revenues	Tier 1 Revenues	\$ 114,383,606	Tier 2 Revenues	\$ 109,410,378	Tier 3 Revenues	\$ 100,752,907	Tier 4 Revenues	\$ 95,929,628
	Transit	\$ 53,590,576	Transit	\$ 45,190,576	Transit	\$ 32,590,576	Transit	\$ 24,190,576
	Non-Transit	\$ 60,793,030	Non-Transit	\$ 64,219,802	Non-Transit	\$ 68,162,331	Non-Transit	\$ 71,739,052
Surplus/Deficit	Tier 1 S/D	\$ 35,098,765	Tier 2 S/D	\$ 39,553,738	Tier 3 S/D	\$ 29,200,658	Tier 4 S/D	\$ 25,281,641
	Transit	\$ 35,345,420	Transit	\$ 39,995,876	Transit	\$ 29,638,104	Transit	\$ 24,190,576
	Non-Transit	\$ (246,655)	Non-Transit	\$ (442,138)	Non-Transit	\$ (437,446)	Non-Transit	\$ 1,091,065
Total Balancing All Tiers - Non Transit Projects \$ (35,174)								

REGIONAL MOBILITY PLAN COST FEASIBLE PLAN

Amended June 17, 2013

Project #	Identified Projects				Tier 1: 2016 - 2020		Tier 2: 2021 - 2025		Tier 3: 2026 - 2030		Tier 4: 2031 - 2035	
	NAME	TERMINI		PROPOSED IMPROVEMENT	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost	Funded Project Phase	Project Cost
		FROM	TO									

Potential Transit Funding

130	Transit Capital*	Available for Additional Service Development and Expansion		\$ 35,345,420		\$ 39,995,876		\$ 29,638,104		\$ 24,190,576
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* - On the surface it would appear as though these funds are available for the introduction of new projects. However, there is no operational funds to balance

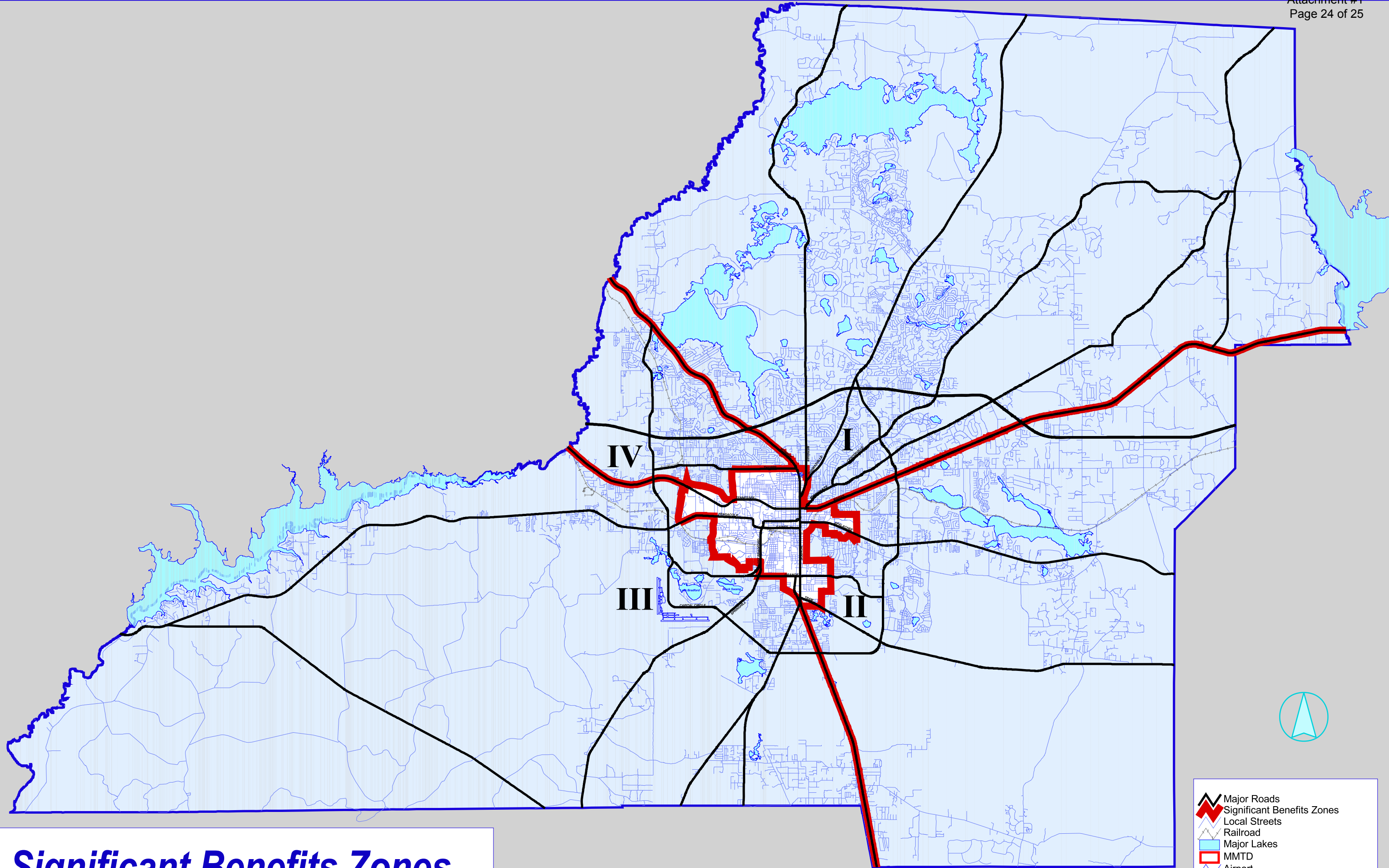
Note: Transit expenditures include the operation of the Nova2010 system as well as the continuing operating expenses for the new transit projects

Projects with Other Funding (Public)

131	Capital Circle, Southwest	US 90	Orange Avenue	SIS - Widen							
				PD&E/Design						\$ 9,550,381	
				ROW						\$ 43,500,000	
				Construction						\$ 66,583,754	
				Total						\$ 119,634,135	
132	Interstate 10	West of US 90	East of Rest Area	SIS - Widen							
133A	Capital Circle, Southwest	Orange Avenue	Springhill Road	Right-of-Way							\$ 30,000,000
				Construction						\$ 36,300,000	
133B	Capital Circle, Southwest	Springhill Road	Crawfordville Road	Design		\$ 2,100,000					
				Right-of-Way						\$ 31,000,000	
				Construction						\$ 23,700,000	
134	Tharpe Street	Ocala Road	Capital Circle, Northwest	Local - Widen							
135	FAMU Way Extension	Lake Bradford Road	Railroad Avenue	Local - New							
T	Alford Arms/Lafayette - Heritage Trail			Local							
T	Dr. Billings Greenway Trailhead			Local							
T	City of Tallahassee Trail and Greenway Implementation\			Local							
T	Connector 1: Dr. Charles Billings Greenway			Local							
T	Connector 2: Goose Pond/Apalachee Parkway to St. Marks			Local							
T	Connector 3: Alford Arms Greenway to Miccosukee Canopy Road Greenway			Local							
T	Connector 4: Miccosukee Greenway Trailhead to Killearn			Local							
T	Connector 5: Centerville Canopy Road to Maclay Gardens State Park			Local							

Projects with Other Funding (Private)

136	Thornton Road Extension	Centerville Road	Miccosukee Road	Private - New						
137	Shamrock Extension	Centerville Road	Mahan Drive	Private - New						
138	Betton Road Extension	Centerville Road	Miccosukee Road	Private - New						
139	Welaunee	Fleischmann Road	US 319	Private - New						
140	Welaunee	@ Interstate 10		Private - New						
141A	Woodville Highway	Paul Russell Road	Gaile Avenue	Design						
				Right-of-Way (local)			\$ 2,400,000			
				Construction (local)			\$ 5,328,126			
141B	Woodville Highway	Gaile Avenue	Capital Circle, Southeast	Design		\$ 1,976,099*				
				Right-of-Way (local)			\$ 1,200,000			
				Construction (local)			\$ 15,295,775			



Significant Benefits Zones

Map prepared by: Tallahassee-Leon County Planning Department - Research & Graphics Division - 1 August 2007 - JFK

- Major Roads
- Significant Benefits Zones
- Local Streets
- Railroad
- Major Lakes
- MMTD
- Airport
- Leon County



Significant Benefit Project Priority List

Significant Benefit Project Priority List		
DISTRICT 1		
Tier A	Tier B	Tier C
<p><u>Mahan Drive</u> <i>Section:</i> Dempsey Mayo to I-10 <i>Jurisdiction:</i> State <i>Includes:</i> construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> #1 CRTPA Project Priority; SIS Connector *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Bannerman (Phase 1)</u> <i>Section:</i> Thomasville to Tekesta <i>Jurisdiction:</i> County <i>Includes:</i> TBD <i>Estimated Cost:</i> TBD <i>Justification:</i> Alternate route to relieve Thomasville, an SIS Collector *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Bannerman (Phase 2)</u> <i>Section:</i> Tekesta to Preservation Point <i>Jurisdiction:</i> County <i>Includes:</i> TBD <i>Estimated Cost:</i> TBD <i>Justification:</i> Alternate route to relieve Thomasville, an SIS Collector *20% of funds will support transit/bike/pedestrian facilities</p>
DISTRICT 2		
Tier A	Tier B	Tier C
<p><u>Mahan Drive</u> <i>Section:</i> Dempsey Mayo to I-10 <i>Jurisdiction:</i> State <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> - #1 CRTPA Project Priority; SIS Connector *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Woodville Highway</u> <i>Section:</i> Gaile Avenue to 1000 feet north of Capital Circle SE <i>Jurisdiction:</i> State <i>Includes:</i> PD&E, Design, ROW & Construction <i>Estimated Cost:</i> \$53 million <i>Justification:</i> #5 CRTPA Project Priority *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Weems Road</u> <i>Section:</i> Mahan to Capital Circle NE <i>Jurisdiction:</i> City <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$17.5 million <i>Justification:</i> - Alternate route to relieve Mahan/CCNE intersection on SIS Collector *20% of funds will support transit/bike/pedestrian facilities</p>
DISTRICT 3		
Tier A	Tier B	
<p><u>North South Connector</u> <i>Section:</i> Orange to Jackson Bluff <i>Jurisdiction:</i> (City) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$15 million <i>Justification:</i> Relieve CCSW; In City 5-Year CIP *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Pensacola Street</u> <i>Section:</i> Capital Cir SW to Appleyard <i>Jurisdiction:</i> (State) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> - #12 CRTPA Project Priority; Parallel Route to Tennessee *20% of funds will support transit/bike/pedestrian facilities</p>	
DISTRICT 4		
Tier A	Tier B	
<p><u>Tharpe Street (Phase 1)</u> <i>Section:</i> Blountstown Highway to Ocala <i>Jurisdiction:</i> (County) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$33 million <i>Justification:</i> In LRTP; Parallel I-10 & Tennessee; 60% design complete *20% of funds to support transit/bike/pedestrian facilities</p>	<p><u>Tharpe Street (Phase 2)</u> <i>Section:</i> Blountstown Highway to Capital Circle <i>Jurisdiction:</i> (County) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$16 million <i>Justification:</i> In LRTP; Parallel I-10 & Tennessee; 60% design complete *20% of funds to support transit/bike/pedestrian facilities</p>	
DISTRICT 5 (Multimodal District)		
Tier A	Tier B	
<p>80% - District Bike/Ped/Transit Facilities 20% - FAMU Way bike/ped facilities</p>	<p>100% - District Bike/Ped/Transit Facilities</p>	

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, September 23, 2014, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2030 TALLAHASSEE/LEON COUNTY COMPREHENSIVE PLAN; UPDATING CAPITAL IMPROVEMENTS ELEMENT POLICY 1.2.8; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 426
Tallahassee, Florida 32301

Advertise: September 12, 2014