

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA

### REGULAR MEETING

County Commission Chambers  
Leon County Courthouse, Fifth Floor  
301 South Monroe Street  
Tallahassee, FL 32301

**Tuesday, November 28, 2017  
3:00 p.m.**

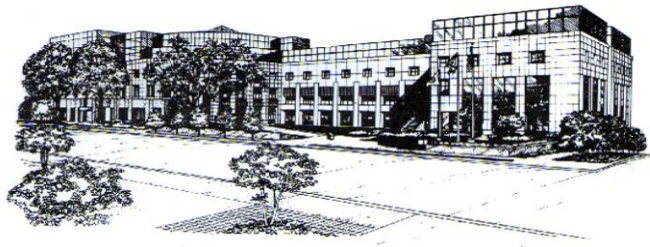
### COUNTY COMMISSIONERS

John E. Dailey, Chairman  
District 3

Bill Proctor  
District 1

Bryan Desloge  
District 4

Mary Ann Lindley  
At-Large



Jimbo Jackson  
District 2

Kristin Dozier  
District 5

Nick Maddox, Vice Chair  
At-Large

Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

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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." Commission Meeting Agendas are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov). Minutes of County Commission meetings may be found at the Clerk of Courts Home Page at [www.clerk.leon.fl.us](http://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 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, Florida Statutes).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator by written or oral request at least 48 hours prior to the proceeding, at 850-606-5011 or Facilities Management at 850-606-5000, or 7-1-1 (TTY and Voice) via Florida Relay Service. Accommodation Request Forms are available on the website [www.LeonCountyFL.gov/ADA](http://www.LeonCountyFL.gov/ADA).

**Board of County Commissioners**  
**Leon County, Florida**  
**Agenda**

**Regular Public Meeting**  
**Tuesday, November 28, 2017, 3:00 p.m.**

**Leon County Board of County Commissioners**  
**Board Reorganization**

▪ **Invocation**

*The Invocation will be provided by Rev. Brad Clayton with Faith Presbyterian Church.*

▪ **Pledge of Allegiance**

*Chairman John E. Dailey*

▪ **Remarks and Presentation**

*The Honorable Clerk of the Court Gwen Marshall presiding.*

- Presentation to Outgoing Chairman
- Presentation of Years of Service Pins to County Commissioners and Aides
- Remarks by Outgoing Chairman

▪ **Reorganization**

*The Honorable Clerk of the Court Gwen Marshall presiding.*

- Election of Chairman and Vice-Chairman
- Administration of the Oath of Office to the newly-elected Chairman
- Incoming Chairman's Remarks

▪ **Benediction**

*The Benediction will be provided by Pastor Quincy D. Griffin Sr. from the Family Worship and Praise Center.*

▪ **Recess for Reception**

*The regular meeting will convene after the reception.*

### **AWARDS AND PRESENTATIONS**

- Presentation on the Shop Local Initiative  
(Joe Berg, Shop Local 850)

### **CONSENT**

1. Minutes: October 10, 2017 Regular Meeting  
(Clerk of the Court)
2. Payment of Bills and Vouchers  
(County Administrator/ Office of Financial Stewardship)
3. FY 2017 State Homeland Security Grant  
(County Administrator/ Office of Financial Stewardship)
4. 2018 Citizen Engagement Series, Club of Honest Citizens, and Village Square Events  
(County Administrator/ Community & Media Relations)

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

5. Status Report on the Adult Civil Citation Program in Leon County  
(County Administrator/ Office of Intervention and Detention Alternatives)
6. Status Report on Deep Injection Wells  
(County Administrator/ County Administration)

### **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**

7. Agreement to a Property Conveyance from the Leon County School Board  
(County Administrator/ County Administration)
8. Full Board Appointment to the Early Learning Coalition of the Big Bend Region  
(County Administrator/ County Administration)

### **SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

- none

**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**

- none

**ADJOURN**

*The next Regular Board of County Commissioner's meeting is scheduled for  
**Tuesday, December 12, 2017 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 Clerk website at [www.leoncountyfl.gov](http://www.leoncountyfl.gov)**

# 2017

## Leon County Board of County Commissioners Meeting Schedule

### JANUARY

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### FEBRUARY

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### MARCH

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### APRIL

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### JUNE

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### JULY

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### SEPTEMBER

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### OCTOBER

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### NOVEMBER

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### DECEMBER

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**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2017 Tentative Schedule**

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

All sessions are held in the Commission Chambers, 5<sup>th</sup> Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays preceding the Commission meeting.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>November 2017</b>	Thursday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Friday 10</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider an Administrative Amendment to the Southwood Development of Regional Impact Development Order
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 4 (Animals) of the Code of Laws of Leon County, Florida
	<i>Wednesday 15 – Friday 17</i>	<i>FAC Legislative Conference</i>	<i>Hyatt Regency Sarasota Sarasota County Sarasota, FL</i>
	Tuesday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Thursday 23</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 24</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>December 2017</b>	Tuesday 5	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Monday 11	9:00 a.m. – 4:00 p.m.	Board Retreat <b><u>Goodwood Carriage House Conference Center</u></b> <b><u>1600 Miccosukee Rd. Tallahassee</u></b>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY OBSERVED</b>
	<b>Tuesday 26</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Regular Meeting Schedule**

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting in 5<sup>th</sup> Floor Chambers</b>
<b>January 23</b>	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
<b>January 23</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 13</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 27</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 27</b>	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2018 Cycle Comp Plan Amendments</i>
<b>March 27</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 10</b>	Tuesday	12:00 p.m.	<i>Charter Review Committee Final Report Workshop</i>
<b>April 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 10</b>	Tuesday	6:00 p.m.	<i>Adoption Hearing on 2018 Cycle Comp Plan Amendments</i>
<b>April 24</b>	Tuesday	9:00 a.m.	<i>Preliminary Budget Workshop</i>
<b>April 24</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 8</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 22</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>June 19</b>	Tuesday	9:00 a.m.	<i>Budget Workshop</i>
<b>June 19</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>July 10</b>	Tuesday	9:00 a.m.	<i>Budget Workshop (if necessary)</i>
<b>July 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>August 21</b>	Tuesday	6:00 p.m.	<i>Public Hearing on Charter Amendments</i>
<b>September 4</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 4</b>	Tuesday	6:00 p.m.	<i>First Public Hearing on Tentative Millage Rate and Budgets</i>
<b>September 25</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 25</b>	Tuesday	6:00 p.m.	<i>Second Public Hearing on Final Millage Rate and Final Budgets</i>
<b>October 9</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>October 23</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>November 20</b>	Tuesday	3:00 p.m.	Board Reorganization and Regular Board Meeting
<b>December 10</b>	Monday	9:00 a.m.	Board Retreat
<b>December 11</b>	Tuesday	3:00 p.m.	Regular Board Meeting

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Regular Meeting Schedule**

*All Workshops, Meetings, and Public Hearings are held in the Commission Chambers, 5<sup>th</sup> Floor of the Leon County Courthouse, 301 South Monroe St., and are subject to change.*

**JANUARY**

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**FEBRUARY**

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**MARCH**

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**APRIL**

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**MAY**

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**JUNE**

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**JULY**

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**AUGUST**

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**SEPTEMBER**

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**OCTOBER**

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**NOVEMBER**

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**DECEMBER**

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**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Schedule**

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>January 2018</b>	<b>Monday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 9</b>	<b>No meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 15</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 16	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	1:00 p.m.	Joint City/County Workshop on the 2018 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Thursday 25 & Friday 26	Seminar 2 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
<b>February 2018</b>	Wednesday 7		FAC Legislative Day FSU Turnbull Conference Center
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2018 Comprehensive Plan Amendments
<b>March 2018</b>	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Saturday 3 – Wednesday 7		NACO Legislative Conference Washington Hilton - Washington, DC
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 22	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>April 2018</b>	Tuesday 10	12:00 - 3:00 p.m.	Workshop on Charter Review Committee Final Report
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on 2018 Cycle Comprehensive Plan Amendments
	Tuesday 17	9:00 a.m.	Capital Region Transportation Planning Agency Workshop

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>April 2018 (cont.)</b>	<i>Thursday 19 &amp; Friday 20</i>	<i>Seminar 3 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 24	9:00 a.m. – 3:00 p.m.	Preliminary Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
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<b>May 2018</b>	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 15	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 24	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Monday 28</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
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<b>June 2018</b>	Monday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 19	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 21	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<i>Tuesday 26 - Friday 29</i>		<i>FAC Annual Conference &amp; Educational Exposition Orange County; Hyatt Regency, Orlando, FL</i>
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<b>July 2018</b>	<b>Wednesday 4</b>	<b>Offices Closed</b>	<b>INDEPENDENCE DAY</b>
	Monday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 10	9:00 a.m. – 3:00 p.m.	Budget Workshop (if necessary)
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Friday 13 - Tuesday 16</i>		<i>NACo Annual Conference &amp; Exposition Gaylord Opryland - Davidson County - Nashville, TN</i>
	<b>Tuesday 24</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Wednesday – Saturday TBD</i>		<i>National Urban League Annual Conference TBD</i>
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<b>August 2018</b>	<i>Thursday 9 - Sunday 12</i>		<i>Chamber of Commerce Annual Conference Amelia Island, FL</i>
	Tuesday 21	6:00 p.m.	Public Hearing on Charter Amendments (if necessary)
	<b>Tuesday 28</b>	<b>Primary Election</b>	<b>PRIMARY ELECTION DAY</b>
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<b>September 2018</b>	<b>Monday 3</b>	<b>Offices Closed</b>	<b>LABOR DAY</b>
	Tuesday 4	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 18/19*

Month	Day	Time	Meeting Type
<b>September 2018 (cont.)</b>	Thursday 13	4:00 p.m. & 6:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing, City Commission Chambers
	Tuesday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 20	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 25	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 18/19*
	<i>TBD Wednesday - Thursday</i>		<i>FAC Policy Committee Conference and County Commissioner Workshops TBD</i>
	<i>TBD (typically mid- September)</i>		<i>Congressional Black Caucus Annual Legislative Conference TBD</i>
<i>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</i>			
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<b>October 2018</b>	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 16	9:00 a.m. - 11:00 a.m.	Capital Region Transportation Planning Agency Workshop
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
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<b>November 2018</b>	<b>Tuesday 6</b>	<b>General Election</b>	<b>ELECTION DAY</b>
	<b>Monday 12</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Thursday 15	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<b>Thursday 22</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 23</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
	<i>Wednesday 28 - Friday 30</i>	<i>(Tentative Dates)</i>	<i>FAC Legislative Conference TBD</i>
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<b>December 2018</b>	Monday 10	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 13	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 24</b>	<b>Offices Closed</b>	<b>CHRISTMAS EVE</b>
	<b>Tuesday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
	<b>Monday 31</b>	<b>Offices Closed</b>	<b>NEW YEAR'S EVE</b>

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>January 2019</b>	<b>Monday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 8</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 21</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 22	3:00 p.m.	Regular Meeting

## **Citizen Committees, Boards, and Authorities 2017/18 Term Expirations and Vacancies**

[www.leoncountyfl.gov/committees/list.asp](http://www.leoncountyfl.gov/committees/list.asp)

### **CURRENT VACANCIES**

**Community Development Block Grant Citizen's Task Force**  
Board of County Commissioners (3 appointments)

**Early Learning Coalition of the Big Bend Region**  
Board of County Commissioners (1 appointment)

**Library Advisory Board**  
Commissioner - District III: Dailey, John (1 appointment)

**Tourist Development Council**  
Board of County Commissioners (1 appointment)  
Owner or operator of a hotel, motel, recreational vehicle park, or other tourist accommodation in the County and subject to the Tourist Development tax.

### **UPCOMING TERM EXPIRATIONS**

#### **DECEMBER 31, 2017**

**Joint City/County Bicycle Workgroup**  
Board of County Commissioners (3 appointments)

**Library Advisory Board**  
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)  
Commissioner - District II: Jackson, Jimbo (1 appointment)  
Commissioner - District IV: Desloge, Bryan (1 appointment)

#### **MARCH 31, 2018**

**Contractors Licensing and Examination Board**  
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)  
Commissioner - District I: Proctor, Bill (1 appointment)  
Commissioner - District III: Dailey, John (1 appointment)

#### **APRIL 30, 2018**

**Tallahassee Sports Council**  
Board of County Commissioners (2 appointments)

**TLC Minority, Women, & Small Business Enterprise Citizen Advisory Committee**  
Board of County Commissioners (2 appointments)

**JUNE 30, 2018**

**Affordable Housing Advisory Committee**

Board of County Commissioners (1 appointment)

**Architectural Review Board**

Board of County Commissioners (3 appointments)

**Board of Adjustment and Appeals**

Board of County Commissioners (1 appointment)

**CareerSource Capital Region Board**

Board of County Commissioners (3 appointments)

**Planning Commission**

Board of County Commissioners (1 appointment)

**JULY 31, 2018**

**Big Bend Health Council, Inc.**

Board of County Commissioners (4 appointments)

**Leon County Educational Facilities Authority**

Board of County Commissioners (1 appointment)

**Water Resources Committee**

Commissioner - District II: Jackson, Jimbo (1 appointment)

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

**September 30, 2018**

**Council on Culture & Arts**

Board of County Commissioners (2 appointments)

**Joint School Coordinating Committee**

Board of County Commissioners (1 appointment)

**Leon County Research and Development Authority**

Board of County Commissioners (3 appointments)

**Science Advisory Committee**

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

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

**Tallahassee-Leon County Commission on the Status of Women & Girls**

Board of County Commissioners (4 appointments)

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

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

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

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Agenda Item #1

November 28, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Minutes: October 10, 2017 Regular Meeting.

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Jordan Steffens, Finance Director, Clerk of the Court & Comptroller
<b>Lead Staff/ Project Team:</b>	Rebecca Vause, Clerk to the Board

### **Statement of Issue:**

This agenda item seeks Board review and approval of the following minutes: October 10, 2017 Regular Meeting.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the minutes of the October 10, 2017, 2017 Regular Meeting.

### **Attachment:**

1. October 10, 2017 Regular Meeting Minutes



**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
October 10, 2017**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman John Dailey presiding. Present were Vice Chairman Nick Maddox and Commissioners Bill Proctor, Kristin Dozier, Mary Ann Lindley, Bryan Desloge and Jimbo Jackson. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Jordan Steffens and Clerk to the Board Rebecca Vause.

Chairman Dailey called the meeting to order at 3:00 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Minister Patrick Medlock, Springhill Road Church of Christ. Commissioner Proctor then led the Pledge of Allegiance.

**AWARDS AND PRESENTATIONS**

- Commissioner Jimbo Jackson presented a Proclamation recognizing October 15, 2017 as National Pregnancy and Infant Loss Remembrance Day. Monica McDonald, Capital Area Healthy Start Coalition, thanked the Board for their support and invited the community to attend the 15<sup>th</sup> Annual Walk to Remember on October 12, 2017 at the St. Paul's United Methodist Church.
- State Representative Emily Slosberg offered a presentation on the dangers of texting while driving and legislative efforts to make texting while driving a primary offense. She indicated that over the past months, she has reached out to county leaders in all of the 67 counties in an effort to gain support for such legislation in the 2018 Legislature. She asked the Board to consider adoption of a Resolution in support of legislation banning texting while driving.
  - Chairman Dailey, on behalf of the Board, welcomed Representative Slosberg to the Chambers and thanked her for championing this cause.
  - *Commissioner Dozier moved, duly seconded by Commissioner Lindley, to direct staff to include "Use of Wireless Communications Devices While Driving" in the proposed 2018 Legislative Priorities Workshop to be held on October 24, 2017.*
  - Commissioner Maddox asked if Rep. Slosberg has reached out to the Florida Association of Counties and/or Metropolitan Planning Organization Advisory Council (MPOAC) regarding her bill. Rep Slosberg responded that she has reached out and both organizations have been very supportive. He commended Rep. Slosberg for her extraordinary efforts to garner support for the proposed legislation.
  - Commissioner Dailey confirmed that 25-30 counties or cities have adopted resolutions urging passage of the bill.
  - Commissioner Desloge stated that he supported the legislation and asked the likelihood of its passage. Rep. Slosberg responded that bills have been filed in both the House and Senate and was optimistic that it would move forward this year especially with the support it has received from local governments.
  - Commissioner Lindley ascertained that counties are preempted from adopting their own ordinance.
  - ***Commissioner Dozier's modified motion: To direct staff to include "Use of Wireless Communications Devices While Driving" legislation as part of the Board's 2018 Legislative Priorities Workshop and approval for a Resolution in support of Rep. Slosberg's legislation.***

- Chairman Dailey expressed his support for the legislation and stated that the Board would like to invite her back to present the Resolution. He thanked her for respecting counties' home rule and for reaching out to all 67 county governments for support.
- The motion carried 7-0.
- Jim McShane, CEO for Career Source Capital Region, shared an overview of the program (July 1, 2016 – June 30, 2017) including an operations report, existing partnerships, and new initiatives. Mr. McShane noted that CareerSource Capital Region had provided services to over 16,500 job seekers and placed 7,000 in jobs.
  - Commissioner Maddox commended Mr. McShane and his organization for the great job they are doing and appreciated the outreach efforts and their expanded presence in the community. He asked Mr. McShane to provide an update on federal funding received by the organization.
  - Mr. McShane reported that federal funding has decreased by 60% over the course of the last 17 years (2000 – present). He thanked the Board for hosting the Community Roundtable Discussion on Federal Funding for Nonprofit Human Services and asked that the Board support funding for this important program at the federal level.
  - Commissioner Lindley commended CareerSource for their engagement of formerly incarcerated individuals which should help reduce recidivism.
  - Commissioner Lindley commented that reentry, training and education programs are a vital component to help increase public safety. Mr. McShane noted the efforts of Kimball Thomas, administrator of the city-run TEMPO (Tallahassee Engaged in Meaningful Productivity for Opportunity) program, which he hopes will result in approximately 70 referrals for job training and placement.
  - Commissioner Proctor discussed the need to promote competitive and livable wages in the region and suggested that the Board explore a higher livable wage for County employees next year. He also submitted that the unemployment rate for black men ages 18-45 far exceeds 4.2%. Mr. McShane agreed and shared that the State, a major regional employers, has had a negative impact on regional salaries by not providing regular cost of living increases to State workers.
  - Commissioner Proctor also mentioned the large percentage of people commuting from other counties into Leon County for work and asked what efforts could be made to encourage employment of local residents. Mr. McShane responded that they are fully funded by federal dollars and as such cannot discriminate as long as you are a U.S. citizen. He added that CareerSource is working with Leon County Schools to ensure local students are prepared to meet the need for talent in Leon County.
  - Commissioner Dozier pointed out that while 30% of the workforce commutes from neighboring counties, they contribute through support of local businesses through sales tax revenue received by the County. She voiced her support for the Florida-Georgia Workforce Alliance and established with Mr. McShane the positive working relationship between CareerSource and the Alliance. Commissioner Dozier was pleased with the partnership between CareerSource and the TEMPO program, but also encouraged Mr. McShane to work with the Sheriff on his initiatives to help reduce crime in the community. Mr. McShane confirmed that he is on the Sheriff's committee.

**CONSENT:**

*Commissioner Desloge moved, duly seconded by Commissioner Lindley to approve the Consent Agenda, as presented. The motion carried 6-0. (Commissioner Maddox out of Chambers).*

**1. Payment of Bills and Vouchers**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for October 10 2017, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 11 through October 23, 2017.*

**2. Proposed Enabling Resolution to Reauthorize the Science Advisory Committee**

*The Board approved Option 1: Adopt the Enabling Resolution to reauthorize the Science Advisory Committee and approve the revised terms for the current membership.*

**3. Status Report on the Availability of Federal Property in Leon County for Affordable Housing**

*The Board approved Option 1: Accept the status report on the availability of federal property in Leon County for affordable housing.*

**4. Florida Department of Health County Emergency Medical Services Entitlement Grant**

*The Board approved Option 1: Accept the Florida Department of Health County Emergency Medical Services Entitlement Grant amount of \$42,485 by approving the Resolution in support of the grant and authorize the County Administrator to execute all documents related to the grant project.*

**5. Public Safety Coordinating Council Funding Recommendation and the FY 2017/2018 LIFT Program Services Agreement with Disc Village**

*The Board approved Options 1 & 2: 1) Approve the Public Safety Coordinating Council's recommendation to continue support for the Leveraging Interventions for Transformation (LIFT) Program, and 2) Approve the FY 2017/2018 Agreement with DISC Village to extend vocational services to inmates at the Leon County Jail through the Leveraging Interventions for Transformation Program at the Leon County Jail, and authorize the County Administrator to execute.*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS** (3-minute limit per speaker; there will not be any discussion by the Commission)

- Mickey Britt, 4407 Millwood Lane, spoke on what he deemed are unconstitutional drug laws and the need for comprehensive drug reform.

**GENERAL BUSINESS**

**6. Community Human Services Partnerships Two-Year Funding Cycle**

County Administrator Long introduced the item. He stated that the item seeks approval to modify the Community Human Services Partnership (CHSP) process by adopting the proposed two-year application and funding cycle. He reported that the agencies funded through the CHSP process have requested consideration of a two-year application and funding model in lieu of the current one-year process. He advised that staff has worked with CHSP agency representatives, members of the Human Services Grant Review Committee, United Partners for Human Services and Citizen Review Teams to develop protocols for a two year process. He added that a new Memorandum of Understanding with the City will be brought back to the board in November.

*Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Option 1: Approve the implementation of a two-year application and funding process for the Community Human Service Partnership (CHSP) to commence in FY 18/19 and direct staff to incorporate this modification into a Memorandum of Understanding with the City of Tallahassee to be brought back to the Board for final approval.*

Commissioner Desloge asked about second year funding should funds be limited or unavailable. County Administrator Long assured the Board that there are provisions to address limited or unavailable funding in year two of the funding cycle.

Commissioner Dozier voiced appreciation for the agenda item and asked if the Board would receive an update regarding the online application and new data collection methods. County Administrator Long responded that that information would be provided in the November report to the Board.

*The motion carried 7-0.*

**7. Bid Award to Allen's Excavation, Inc. for the Hauling of Shaping and Cover Materials from F. A. Ash Borrow Pit to Solid Waste Landfill Site**

County Administrator Long introduced the item and advised that Landfill Closure Cost Reserve funds would be utilized to pay for the first phase of the Solid Waste Landfill Closure.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of \$1,273,056 for the hauling of shaping and cover materials from F.A. Ash Borrow Pit to the Solid Waste Landfill Cell Closure site, and authorize the County Administrator to execute, and 2) Approve the Resolution and associated Budget Amendment Request appropriating \$1,273,056 for Phase 1 of the Landfill Closure capital improvement project.*

Commissioner Proctor confirmed with County Administrator Long that this was the lowest bid for Phase 1 of the project. Commissioner Proctor then asked for clarification regarding the firms MBE participation. Tony Park, Public Works Director, responded that the bid met the aspirational targets for the project. Commissioner Proctor spoke of his concerns regarding the use of subcontractors and the possibility that they are not actually being hired to perform work once the contract has been awarded. Commissioner Proctor asked what monitoring methods are in place to ensure that MBE's included in the bid are being employed as subcontractors. Mr. Park remarked that staff ensures accountability by tracking payments from prime contractors to subcontractors.

Chairman Dailey remarked that this is a serious issue and one the County would take seriously. He strongly encouraged any MBE business that is referenced as a subcontractor in a bid and is not given work to contact the County Attorney's Office immediately.

Daryl Jones, OEV Deputy Director (MWSBE Program) appeared to further explain that his office holds the prime contractor accountable for meeting the goals established in the bid award for minority participation and in an effort to ensure a greater level of accountability, offered to provide to both the County and City quarterly reports on

procurement awards to make certain that minority participation numbers are being met.

Chairman Daily asked Mr. Jones if was aware of any Leon County contractor that did not fulfill the subcontracting obligations of their contract. Mr. Jones responded that he was not aware of any firms that have done so.

Chairman Dailey called for the vote.

*The motion carried 7-0.*

Commissioner Proctor asked if a hotline was available to firms with knowledge of such activity. County Administrator Long confirmed that a hotline number is available and printed on all procurement documents.

**8. Appointments to the Leon County Citizen Charter Review Committee and Preliminary Committee Bylaws**

County Administrator Long introduced the item.

Commissioner Desloge indicated that would like to make appointment of an individual who was not included in the agenda item. He then confirmed that individuals not on the list could be considered for appointment. Commissioner Desloge also advised that Elizabeth Ellis had withdrawn her application and should not be considered for appointment.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, to approve Options 1 & 2: 1) Approve the appointment of two members by each Commissioner to the Leon County Citizen Charter Review Committee, as indicated below*

<b>Appointed by:</b>	<b>Appointee:</b>
Chairman Dailey	James Revell Ted Thomas
Commissioner Maddox	Kim Williams Gordon Thames
Commissioner Lindley	Michael Eurich Kenneth Hart
Commissioner Jackson	Shane Hopkins Anice Prosser
Commissioner Dozier	Neil Fleckenstein Lee Hinkle
Commissioner Proctor	Reginald Ellis Catherine Jones
Commissioner Desloge	Bill Graham Casey Perkins

2) *Approve the preliminary committee bylaws to be presented to the Leon County Citizen Charter Review Committee for adoption at their first meeting on November 9, 2017. The motion carried 7-0.*

Commissioner Proctor asked the process by which issues of interest to Commissioners could be brought before the Committee. County Administrator Long advised that there is nothing to preclude the Board from taking action at any time throughout the process; additionally, Commissioners can individually address the Committee. Chairman Dailey added that the Board has the authority to delete or modify any recommendation from the Committee and can also add issues they wish to be considered on the ballot, through a super majority vote.

*Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Option 4: Direct the Leon County Citizen Charter Review Committee to appoint a Chairperson and Vice-Chairperson at their first meeting on November 9, 2017. The motion carried 7-0.*

The following action was taken under Commissioner Desloge's Discussion Time:

Commissioner Desloge remarked that one of his appointments to the Citizen Charter Review Committee (Bill Graham) is a vendor for the County and, in an abundance of caution, asked to revisit his appointment. County Attorney Thiele advised that the following motions should be made and voted upon.

- *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to waive the rules to consider the appointment of Bill Graham to the Charter Review Committee. The motion carried 7-0.*
- *Commissioner Desloge moved, duly seconded by Commissioner Maddox, to reaffirm the appointment of Bill Graham and waive the vendor conflict. The motion carried 7-0.*

#### **SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

Chairman Dailey reconvened the Board and the following public hearings were held.

**9. Second and Final Public Hearing to Amend Section 10-6.819, "Medical Marijuana Dispensing Facilities" to Comply with Senate Bill 8-A and to Rename Section 10-6.819 to "Medical Marijuana Facilities"**

County Administrator Long announced the Public Hearing and confirmed there were no speakers on the item.

*Commissioner Maddox moved, duly seconded by Commissioner Proctor approval of Option 1: Conduct the second and final Public Hearing and adopt the proposed amendment to Section 10-6.819, "Medical Marijuana Dispensing Facilities" to comply with Senate Bill 8-A and to rename Section 10-6.819 to "Medical Marijuana Facilities". The motion carried 4-0 (Commissioners Desloge, Dozier and Lindley out of Chambers).*

**10. First and Only Public Hearing to Consider an Ordinance Amending Chapter 16 to Implement a Regulatory Framework for Communications Facilities, including Wireless Facilities, and Utility Poles in the County's Rights-of-Way**

County Administrator Long introduced the Public Hearing. He advised that Jessica Icerman, Assistant County Attorney and Ken Morris, Assistant County Administrator, were available to answer any questions.

**Speakers:**

- Kelly McGriff, Mobile, AL, appeared on behalf of Unity Fiber and the legacy company Southern Light (a Florida public utility). He expressed concerns regarding the \$10,000 security fund or irrevocable letter of credit. He stated that the provision would “lock up” capital and asked that the ordinance be amended to include a waiver for public utilities or a financial security bond in lieu of payment.
- Jason Kofender, 4511 North Hines Avenue, Tampa, FL, appeared on behalf of Crown Castle NG East, thanked staff for their work to develop the proposed ordinance. He expressed concern that the Ordinance creates a hierarchy that discriminates against providers. He asked that the County continue to work with providers to work out discriminatory issues.
  - Commissioner Maddox asked if a similar ordinance has passed in other counties. Mr. Kofender responded that there have been some that have just recently been enacted.
- Charles Dudley, 108 S. Monroe Street, appeared on behalf of Florida Cable Telecommunication Association, commended staff for their work. He expressed concern regarding how the Ordinance addresses advanced wireless and micro-wireless.
- Bill Ferry, 3839 Painted Bunting Way, Jacksonville, FL, appeared on behalf of Comcast. Expressed concerns regarding the \$10,000 security fund requirement and certification of micro-wireless devices.

Chairman Dailey thanked the speakers for appearing before the Board and asked that any speaker that has not done so, to register as a lobbyist with the County.

Commissioner Proctor articulated his interest in extending the moratorium to allow time to work out the concerns expressed by the speakers.

County Attorney Thiele suggested that the Board approve Option 2 should it wish to extend the review period, as it includes an extension of the moratorium. He disagreed with the characterization of the ordinance and did not believe it discriminatory between different providers. He submitted that the County was on “solid legal ground” in adopting as it currently is written. He suggested that the security deposit of \$10,000 is a one-time cost per provider that saves the County from having to go through a company’s insurance provider or draw down funds from a performance bond. He also noted that the proposed deposit is small in comparison to other local governments.

Commissioner Proctor stated that he desired to have equity in the availability of internet to all geographical areas of the County.

*Commissioner Proctor moved, duly seconded by Commissioner Dailey, approval of Option 2: Conduct the first and only Public Hearing and do not adopt the proposed Ordinance Amending Chapter 16 of the Code o Laws of Leon County, to implement a regulatory framework for communications Facilities, including wireless facilities, and Utility Poles, in the County’s rights-of-way, and adopt the Resolution extending the Moratorium presently in effect by an additional 120 days to review Communication Antenna Support Structures Deployment in the Count’s right of ways.*

Commissioner Dozier recalled that the proposed ordinance had received support from providers at the Board's last meeting. Regarding Commissioner Proctor's comments on internet accessibility, she affirmed with County Attorney Thiele that the County cannot maneuver access, only ensure that it is done properly. She stated that while she understood the concerns expressed, was comfortable with the proposed ordinance as written.

*Commissioner Dozier offered a substitute motion, which was duly seconded by Commissioner Lindley, to approve Option 1: Conduct the first and only Public Hearing and adopt the proposed Ordinance Amending Chapter 16 of the Code of Laws of Leon County, to implement a regulatory framework for communications Facilities, including wireless facilities, and Utility Poles, n the County's rights of way.*

Commissioner Proctor asked why the County is prohibited from speaking to the issue of access in the ordinance. County Attorney Thiele explained that the County is preempted by the State Statute and the Federal Communications Commission (FCC). Commissioner Proctor stated that he was disappointed that some areas of the County are able to have more infrastructure than others.

Commissioner Lindley submitted that the County is preempted from so much. She conveyed that she would defer to the expertise of the County Attorney and deemed it appropriate to move forward on this. She urged support for the substitute motion.

Chairman Dailey shared that he will vote to defer the adoption of an Ordinance in order to better understand the issue and make a more informed decision.

*The substitute motion failed 3-4 (Commissioners Dailey, Proctor, Maddox and Jackson in opposition).*

Commissioner Dozier established with the County Attorney that the moratorium could be shorter than 120 days. She suggested the Board consider a shorter timeframe so that a decision can be expedited.

Commissioner Proctor, as the maker of the motion, responded that he was comfortable with the 120 days; however, if a revised ordinance is ready prior to that time the public hearing could be rescheduled.

*The original motion for Option 2 carried 7-0.*

**11. First and Only Public Hearing to Consider an Ordinance Amending Chapter 14 (Property Safety and Maintenance) of the Code of Laws of Leon County, Florida**

County Administrator Long introduced the item and confirmed there were no speakers on the item.

Commissioner Proctor established that this would only apply to properties within the unincorporated area. He also ascertained from County Attorney Thiele that the proposed ordinance was not going to be used as a tool to obtain houses.

*Commissioner Desloge moved, duly seconded by Commissioner Proctor, approval of Option 1: Conduct First and Only Public Hearing and adopt Ordinance amending Chapter 14 (Property Safety and Maintenance) of the Code of Laws of Leon County, Florida. The motion carried 7-0.*



**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS** (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Chairman Dailey confirmed that there were no speakers on Non-Agendaed Items.

**COMMENTS/DISCUSSION ITEMS**

**County Attorney Thiele:**

- None.

**County Administrator Long:**

- Acknowledged the frustration from citizens who have yet to have their debris removed. He mentioned that 10 crews have been working around the clock in all zones to remove the remaining debris from Hurricane Irma. He invited Tony Park, Public Works Director, to provide an update to the Board on the debris removal process
  - Mr. Park conveyed that Public Works crews were immediately activated in the field following Hurricane Irma to support the County's debris contractor, along with the local and national subcontractors. He noted that storm debris removal is not the same as picking up of everyday yard debris as it requires specialized equipment certified by FEMA as well as a securement of a FEMA approved drop-off site. He added that statewide damage and previous storms in Texas have impacted the County's debris removal timeline, but staff anticipates that 80% will be cleared by this upcoming weekend.
  - Commissioner Dozier thanked Mr. Park and his staff for their efforts to address a very challenging issue. She mentioned the number of calls her office has received regarding debris pick up and the confusion among citizens about specifically Waste Pro's role in the process. County Administrator Long provided clarification and assured the Board that the County looked at all available resources in aggregate to ascertain what could be utilized to remove the storm debris as soon as possible. Commissioner Dozier suggested, going forward, the County provide more information to the public regarding the debris removal process.
  - Commissioner Desloge also thanked Public Works staff for their continued work after the storm and echoed the need to have better communication to citizens about how debris removal was managed.

**COMMISSIONER DISCUSSION ITEMS**

**Commissioner Desloge:**

- Congratulated Tourism Development on Tallahassee being ranked as the sixth best city for family vacations.

**Commissioner Proctor:**

- Noted that Rickards and Godby would be playing for an opportunity to play for the 5A District 2 Championship on Friday, October 13th.
- Gave a "Shout Out" to FAMU and its Homecoming festivities and expressed concerns about the impact of increased hotel prices.
- Spoke of his disappointment in FSU's handling of the Springhill Road Gateway project.

**Commissioner Dozier:**

- *Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval for a Proclamation recognizing the "Big Bend Gives Back Giving Tuesday" Campaign, to be presented at an off-site event on November 28, 2017. The motion carried 6-0 (Commissioner Desloge out of Chambers).*

**Commissioner Jackson:**

- Stated that he was looking forward to the 89<sup>th</sup> Annual Ft. Braden Fall Carnival, to be held this week-end.

**Commissioner Lindley:**

- Announced that her family will host two members of the Taiwan Youth Folk Sports Troup.

**Commissioner Maddox:**

- None.

**Chairman Dailey:**

- None.

4:58 p.m.: Chairman Dailey announced that the Board had completed its Consent and General Business Agendas and would now enter into its dinner break. He stated that the Board would reconvene at 6:00 to conduct the scheduled public hearings.

**RECEIPT AND FILE:**

- Canopy Community Development District Fiscal Year 2018 Meeting Schedule

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 6:45 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Agenda Item #2

November 28, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Payment of Bills and Vouchers

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Jelani Marks, Management & Budget Analyst

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted November 28, 2017 and pre-approval of payment of bills and vouchers for the period of November 29 through December 11, 2017.

### **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 November 28, 2017, and pre-approve the payment of bills and vouchers for the period of November 29 through December 11, 2017.

## **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the November 28, 2017 meeting, the morning of Monday, November 27, 2017. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

### **Analysis:**

Due to the Board not holding a regular meeting until December 12, 2017, it is advisable for the Board to pre-approve payment of the County's bills for November 29 through December 11, 2017, so that vendors and service providers will not experience hardship because of delays in payment. OMB 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 November 28, and pre-approve the payment of bills and vouchers for the period of November 29 through December 11, 2017.
2. Do not approve the payment of bills and vouchers submitted for November 28, 2017 and pre-approve the payment of bills and vouchers for the period of November 29 through December 11, 2017.
3. Board direction.

### **Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Agenda Item #3

November 28, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** FY 2017 State Homeland Security Grant

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Mathieu Cavell, Assistant to the County Administrator Scott Ross, Director of the Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Kevin Peters, Director, Division of Emergency Management Tim Barden, Budget Manager, Office of Management & Budget Eryn Calabro, Senior Management and Budget Analyst, Office of Management & Budget

### **Statement of Issue:**

This agenda item seeks Board acceptance of the FY 2017 State Homeland Security Grant in the amount of \$107,912 to be used by Leon County Emergency Management in support of a standardized crisis management software system (WebEOC).

### **Fiscal Impact:**

This item has a fiscal impact. The State of Florida, Division of Emergency Management, as the pass-through entity for this federal funding, has allocated \$107,912 for the FY 2017 Homeland Security Grant to Leon County for Fiscal Years 2017-2019. The grant funding does not require match.

### **Staff Recommendation:**

- Option #1: Accept the State Homeland Security Grant in the amount of \$107,912 and authorize the County Administrator to execute the grant agreement (Attachment #1).
- Option #2: Approve the Resolution and associated Budget Amendment Request in the amount of \$107,912 (Attachment # 2).

## **Report and Discussion**

### **Background:**

The purpose of the Homeland Security Grant Program (HSGP) is to provide federal funds to states to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2017 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. State Homeland Security Grant Program (SHSGP) funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP).

In the State of Florida project requests for funding under the State Homeland Security Grant Program are made through the Domestic Security Coordinating Group. The functions of the Domestic Security Coordinating Group are embedded in two sections of Florida Statute, Chapter 943, Department of Law Enforcement: 943.0313, Domestic Security Oversight Council, and 943.0312(3), Regional Domestic Security Task Forces, as summarized below:

1. Coordinate Florida's Domestic Security Strategic Plan, integrating Focus Group sections into a single document.
2. Look at the relevance of all available funding sources, create and review/update a funding process to deal with Homeland Security Grant Program funds, and communicate funding issues for state and local governments.
3. Develop and disseminate statewide operational protocols and best practices.
4. Identify needs and develop protocols for securing state and local infrastructures.
5. Develop improvement plans from exercise & incident after action reports.
6. Develop and submit annual reports.
7. Identify equipment lists, training, curriculum, and standards.
8. Interaction with DSOC to inform as well as implement policy decisions.
9. Regular, ongoing communication with Focus Groups and RDSTFs.

The State of Florida, Division of Emergency Management, as the pass-through entity for this federal funding, has allocated \$107,912 for the State Homeland Security Grant to Leon County effective upon signature through August 31, 2019. These funds will be accepted on a quarterly reimbursement basis.

### **Analysis:**

The Homeland Security Grant Program is designed to assist the County in facilitating the administration of the County's Emergency Management functions in support of the State Domestic Security Strategic Plan. A few requirements of the grant include the following:



- Planning - The project supports the creation, distribution, and access to comprehensive emergency management plans, Incident Action Plans, and continuity of operations plans.
- Operations Coordination & Information Sharing – The project supports emergency management coordination and will aid teams in integrating with other local emergency centers since all of the facilities will have a common operational picture. The system will support a common operational picture between regional emergency operations centers.
- Resource Management – The project will support the collaboration and coordination of resources (personnel, equipment, volunteer, and donations) during times of emergency.

To accomplish these functions, The Emergency Management component of the Domestic Security Coordinating Group has elected to implement a standardized Crisis Management Software System. The Emergency Management component has elected to utilize WebEOC software by Intermedix as the standardized system. The WebEOC links to Florida Division of Emergency Management, Florida Highway Patrol, Florida Department of Transportation, and Florida Department of Health. Numerous private entities and federal agencies use the WebEOC system including, but not limited to, NASA, Florida Power and Light (FPL), Carnival Cruise Lines, Disney, and United States Army Corp of Engineers.

This grant allocation, as an approved project of the Domestic Security Coordinating Group, will fund the following:

- Sustainment of the WebEOC License held by Leon County,
- Build-out of Geographic Information System (GIS) capabilities of the program,
- Implementation of information management modules within the software.

**Options:**

1. Accept the State Homeland Security Grant in the amount of \$107,912 and authorize the County Administrator to execute the grant agreement (Attachment #1).
2. Approve the Resolution and associated Budget Amendment Request in the amount of \$107,912 (Attachment # 2).
3. Do not accept the State Homeland Security Grant.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. State Homeland Security Grant Agreement
2. Resolution and Budget Amendment Request



THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Leon County Board of County Commissioners**, (hereinafter referred to as the "Sub Recipient"). For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the Recipient of a sub-award.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Owen Roach

Florida Division of Emergency Management  
2555 Shumard Oak Blvd. Tallahassee, FL 32399  
Telephone: (850) 815-4344  
Email: owen.roach@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

**Tim Barden, Budget Manager**

**301 S. Monroe St. Suite 202**

**Tallahassee, FL 32301**

Telephone: **850-606-5100**

Fax: **850-606-5101**

Email: **Bardent@leoncountyfl.gov**

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **August 31, 2019** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$107,912.00.**
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and B, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of

submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases Recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.



g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(11)AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

- g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:  
<http://harvester.census.gov/fac/collect/ddeindex.html>
- h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(12)REPORTS

- a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
- c. The closeout report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(13)MONITORING.

- a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly report.
- b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate

with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
  - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not

constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).



(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget
  - iii. Attachment B – Scope of Work
  - iv. Attachment C – Deliverable and Performance
  - v. Attachment D – Program Statutes and Regulations
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Warranties and Representations
  - viii. Attachment G – Certification Regarding Debarment
  - ix. Attachment H – Statement of Assurances
  - x. Attachment I – Mandatory Contract Provisions
  - xi. Attachment J – Monitoring Guidelines
  - xii. Attachment K – EHP Guidelines
  - xiii. Attachment L – Reimbursement Checklist

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite

for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.



iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**LEON COUNTY FLORIDA:**

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

Name and title: \_\_\_\_\_

Date: \_\_\_\_\_

FID# \_\_\_\_\_

Include a copy of the designation of authority for the signatory, if applicable.

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: **Bryan Koon, Director**

Date: \_\_\_\_\_

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

*NOTE: If the resources awarded to the Sub-Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

### Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award Amount: **\$107,912.00.**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

*NOTE: If the resources awarded to the Sub-Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

### Federal Program:

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement:* Sub-Recipient is to use funding to perform eligible activities as identified FY 2017 Department of Homeland Security Notice of Funding Opportunity.
2. *Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources:* Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.
3. *Third applicable requirement:* Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

**Attachment A**

**PROPOSED PROGRAM BUDGET**

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://www.fema.gov/authorized-equipment-list>.

The **transfer of funds between the categories** listed in the "Proposed Program Budget" **is permitted**. However, the **transfer of funds between Issues is strictly prohibited**.

Grant	FY 2017 Homeland Security Grant Program	
Recipient Agency	Leon County Board of County Commissioners	
Category(s)	Issue Number/Project Title	Amount Allocated
Planning Expenditures		
Organizational Expenditures	Issue 19 – WebEOC Sustainment	<b>\$9,504.00</b>
	Issue 19 – WebEOC Enhancement	<b>\$98,408.00</b>
Exercise Expenditures		
Training Expenditures		
Equipment Expenditures		
Management and Administration (up to 5%)		
<b>Total Award</b>		<b>\$107,912.00</b>

### BUDGET DETAIL WORKSHEET

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the “Proposed Program Budget”.

If any changes need to be made to the “Budget Detail Worksheet”, after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities			
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives			
Developing related terrorism and other catastrophic event prevention activities			
Developing and enhancing plans and protocols			
Developing or conducting assessments			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs (in accordance with operational Cost Guidance)			
Issuance of WHTI-compliant Tribal identification cards			
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs			
Coordination with Citizen Corps Councils for public information/education and development of volunteers			
Update governance structures and process and plans for emergency communications			
Activities to achieve planning inclusive of people with limited English proficiency			
<b>TOTAL PLANNING EXPENDITURES</b>			<b>\$</b>
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training			
Training Workshops and Conferences			
Activities to achieve training inclusive of people with disabilities and others with access and functional needs			
Full or Part-Time Staff or Contractors/Consultants			

Certification/Recertification of Instructors			
Travel			
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Instructor certification/re-certification			
Coordination with Citizen Corps Councils in conducting training			
Interoperable communications training			
Activities to achieve training inclusive of people with limited English proficiency			
<b>TOTAL TRAINING EXPENDITURES</b>			<b>\$</b>
<b>Allowable Organizational Activities (HSGP and LETP)</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)			
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)			
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)			
<b>TOTAL ORGANIZATIONAL EXPENDITURES</b>			<b>\$</b>
<b>Allowable Exercise Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			
Implementation of HSEEP			
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs			



Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Interoperable communications exercises			
<b>TOTAL EXERCISE EXPENDITURES</b>			<b>\$</b>
<b>Eligible Equipment Acquisition Costs</b> The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at <a href="http://www.fema.gov/authorized-equipment-list">http://www.fema.gov/authorized-equipment-list</a> .	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Personal protective equipment			
Explosive device mitigation and remediation equipment			
CBRNE operational search and rescue equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Decontamination Equipment			
Medical supplies			
Power equipment (generators, batteries, power cells)			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			

Terrorism Incident Prevention Equipment			
Physical Security Enhancement Equipment			
Inspection and Screening Systems			
Animal and Plants			
CBRNE Prevention and Response watercraft			
CBRNE Aviation Equipment			
CBRNE Logistical Support Equipment			
Intervention Equipment			
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)			
<b>TOTAL EQUIPMENT EXPENDITURES</b>			<b>\$</b>
<b>Eligible Management and Administration Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements			
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls			
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.			
Travel expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> ).			

Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.	<b>AEL#:</b> <b>21GN-00-0CEQ</b>	<b>9,504</b> <b>98,408</b>	<b>107,912</b>
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.			
<b>TOTAL M&amp;A EXPENDITURES</b>			<b>\$ 107,912</b>
<b>TOTAL EXPENDITURES</b>			<b>\$ 107,912</b>

## ATTACHMENT B

### SCOPE OF WORK

Sub-Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2017 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Issue and Project Description

**Issue 19 WebEOC:** This project will continue to the build out of the WebEOC system throughout the State of Florida. After expenditure of the 2016 SHSG, 60 counties will use WebEOC, along with the Florida Highway Patrol, Florida Department of Transportation, and Florida Department of Health.

#### II. Categories and Eligible Activities

FY 2017 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration.** Each category's allowable costs has been listed in the "Budget Detail Worksheet" above.

##### A. Allowable Planning Related Costs

SHSP funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in [CPG 101 v2.0](#).

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives.
- Developing related terrorism and other catastrophic event prevention activities.
- Developing and enhancing plans and protocols.
- Developing or conducting assessments.
- Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties).
- Materials required to conduct planning activities.
- Travel/per diem related to planning activities.
- Overtime and backfill costs (in accordance with operational Cost Guidance).
- Issuance of WHTI-compliant Tribal identification card.
- Activities to achieve planning inclusive of people with disabilities.
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs.
- Update governance structures and processes and plans for emergency communications.
- Activities to achieve planning inclusive of people with limited English proficiency

### **Additional Planning Information**

FEMA's National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide Recipients and Sub-Recipients with specialized expertise to improve their emergency plans and planning. TA deliveries are designed specifically to improve and enhance the continuing development of state and local emergency management across the five mission areas of the National Preparedness Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning in light of their jurisdiction's needs. There is no cost to approved jurisdictions for DHS/FEMA TA.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by DHS/FEMA contract specialists and with the support of FEMA Region operational specialists. While the invitation of participants is up to the requesting jurisdiction, DHS/FEMA encourages requesting jurisdictions to include the broadest practical range of its emergency managers and planners in all TA deliveries. TA deliveries should be made open to neighboring jurisdictions. As necessary, DHS/FEMA may also invite other Federal experts and practitioners to participate. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently used TA for the same planning issue.

The TA catalog, showing the full range of TA available across all five mission areas and by all providers, and the TA request form can be accessed at <http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division>.

### **B. Allowable Organization Related Costs (SHSP and UASI Only)**

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and

- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three year staffing history for the requesting entity.

Organizational activities under SHSP and UASI include:

- **Intelligence Analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
  - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
  - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the grantee's respective Headquarters Program Analyst upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's annual assessment.

- **Overtime Costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the federal man-hour estimate, and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted. Under no circumstances should DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- **Operational Overtime Costs.** Operational overtime costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
  - Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
  - Hiring of contracted security for critical infrastructure sites;
  - Participation in Regional Resiliency Assessment Program (RRAP) activities;
  - Public safety overtime;

- Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CBP.

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator per the instructions in **IB 379**.

#### **Allowable Organization Related Costs (OPSG)**

- **Operational Overtime Costs.** OPSG funds should be used for operational coordination between federal, state, local, tribal, and territorial law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal OPSG personnel waiver should:
  - Be requested on official letterhead, include a written justification, and be signed by local jurisdiction;
  - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount.
  - Include an approved Operations Order from the USBP Sector office which supports the local jurisdiction's written justification; and
  - Be coordinated with the USBP Sector, SAA and OBP.
- **Personnel:** OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.
- OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement to increase or augment specialized/technical law enforcement elements' operational activities.
- Costs associated with backfill for personnel supporting operational activities are allowable.
- OPSG grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-Recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- **Travel, Per Diem, and Lodging:** Travel and per diem include costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, costs to support up to six months deployment of law enforcement personnel to critical Southwest Border locations to support operational activities (travel costs must be in accordance with applicable travel regulations).

#### **Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs (SHSP and UASI)**

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including Information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High

Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers;

- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities; and
- Implementation of the “If You See Something, Say Something” campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.

### C. Allowable Exercise Related Costs

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/exercise>.

- Design, Develop, Conduct, and Evaluate an Exercise
- Exercise Planning Workshop
- Full- or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency Response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

### Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the state/Urban Area’s THIRA and SPR. The scenarios used in HSGP-funded exercises must focus on validating capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year TEP.
- **Special Event Planning.** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year TEP. The state or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- **Regional Exercises.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.



- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

**FDEM State Training Office conditions for Exercises:** For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Sub-Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.*
- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

Exercise Title:  
Location:  
Exercise Date:  
Exercise Schedule:  
Estimated Number of Participants that will be fed:  
Estimated Cost for food/water:  
Description of the Exercise:

#### **Unauthorized Exercise Costs**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging signs).

#### **D. Allowable Training Related Costs (SHSP and UASI)**

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a

capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have or access and functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the [Course Development Tool](#).

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

#### **Additional Training Information**

Per DHS/FEMA Grant Programs Directorate Policy [FP 207-008-064-1](#), *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the [NTED Responder Training Development Center \(RTDC\)](#) website.

**DHS/FEMA Provided Training.** These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

**Approved State and Federal Sponsored Course Catalogue.** This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: [www.firstrespondertraining.gov](http://www.firstrespondertraining.gov).

**Training Not Provided by DHS/FEMA.** These trainings includes courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: [www.firstrespondertraining.gov](http://www.firstrespondertraining.gov).

**Training Information Reporting System (“Web-Forms”).** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2017 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support grantees in their own tracking of training.

**FDEM State Training Office conditions:** For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient must provide the Division with a certificate of course completion; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order the receive payment for successfully conducting an authorized course, the Sub-Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course.”
- For courses that are non-DHS approved training, Sub-Recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then

the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

- The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

#### **E. Allowable Equipment Related Costs (SHSP and UASI)**

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on <http://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

#### **Equipment (OPSG)**

- **Equipment Marking.** Equipment purchased with OPSG funding is intended to be used to support Operation Stonegarden activities; it must be appropriately marked to ensure its

ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding shall be prominently marked as follows: "Purchased with DHS funds for Operation Stonegarden Use".

- **Fuel Cost and/or Mileage Reimbursement.** There is no cap for reimbursement of fuel and mileage costs in support of operational activities.
- **Vehicle and Equipment Rentals.** Allowable purchases under OPSG include patrol cars and other mission-specific vehicles whose primary use is to increase operational activities/patrols on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to SAA prior to purchase.

### **Controlled Equipment (SHSP, UASI, and OPSG)**

Grant funds may be used for the purchase of Controlled Equipment; however, because of the nature of the equipment the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to IB 407a: Use of Grant Funds for Controlled Equipment.

**F. Management and Administration (M&A)** – Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

M&A activities includes:

- Hiring of full-time or part-time staff or contractors/consultants:
- To assist with the management of the respective grant program.
- To assist with application requirements.
- To assist with the compliancy with reporting and data collection requirements.

### **G. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the Sub-Recipient must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the Sub-Recipient shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

## H. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

### **Section 215.971, Florida Statutes**

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

- An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:
- A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

**I. Overtime and Backfill**

The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).

**Failure to comply**

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

**Unallowable Costs (SHSP, UASI and OPSG)**

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

**J. Reporting Requirements**

**1. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-Recipient’s reporting is current.
- If a report goes two (2) consecutive quarters without Sub-Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

<b>Reporting Period</b>	<b>Report due to FDEM no later than</b>
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

**2. Programmatic Reporting-BSIR**

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

**3. Reimbursement Requests:**

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request

for reimbursement within ninety (90) calendars of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

**4. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

**K. Programmatic Point of Contact**

<b>Contractual Point of Contact</b>	<b>Programmatic Point of Contact</b>
Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4344 owen.roach@em.myflorida.com	Felicia Pinnock FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4343 Felicia.Pinnock@em.myflorida.com

**L. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.



## ATTACHMENT C DELIVERABLES AND PERFORMANCE

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf) or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

**Organization Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

**Exercise Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.llis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

**Equipment Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://beta.fema.gov/authorized-equipment-list>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

**Management Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

**Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.**

**ATTACHMENT D**  
**PROGRAM STATUTES AND REGULATIONS**

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

**ATTACHMENT E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
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If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months (90 days) of Funding Agreement</b>
<p><u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)</p>	
<p><u>For example</u> <b>PROGRAM EXPENSES</b></p>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Funding Agreement term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the Funding Agreement term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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## ATTACHMENT F WARRANTIES AND REPRESENTATIONS

### Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

### Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

### Codes of conduct.

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Sub-Recipient.

### Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from **Monday - Friday, 8:00 p.m. - 5:00 p.m.**

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### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**ATTACHMENT G**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_  
Sub-Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
FDEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## **ATTACHMENT H**

### **STATEMENT OF ASSURANCES**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, information, facilities, and staff.

1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.
3. Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-Recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.
4. If, during the past three years, the Sub-Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.
5. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

6. Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
7. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
9. Sub-Recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.



## ATTACHMENT I MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

### OMB Guidance

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

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materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

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other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

## **ATTACHMENT J MONITORING GUIDELINES**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Homeland Security Grant Program (HSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

### **Frequency of annual monitoring activity:**

Each year the FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

### **Areas that will be examined include:**

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;

Status and number of exercises;  
Status of planning activity;  
Anticipated projected completion;  
Difficulties encountered in completing projects;  
Agency NIMS/ICS compliance documentation;  
Equal Employment Opportunity (EEO Status);  
Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Sub-Recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

FDEM will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

### **On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic on-site monitoring checklist to assist in the completion of all required tasks.

### **Site Visit Preparation**

A letter will be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. All objectives of the site visit will be explained during this time.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item selected for review should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

**Post Monitoring Visit**

FDEM personnel will review the on-site monitoring worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Sub-Recipient. The Sub-Recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement.

The On-Site Monitoring report and all back up documentation will then be included in the Sub-Recipient's file.

## ATTACHMENT K

### EHP GUIDELINES

#### ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
  - Emergency Operation Centers
  - Security Guard facilities
  - Equipment buildings (such as those accompanying communication towers)
  - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

#### EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the Sub-Recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

#### APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements, page 2.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided)
- V. Take photographs of the location(s) of proposed project (Guidance provided)
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at [askcsid@dhs.gov](mailto:askcsid@dhs.gov).

- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies Sub-Recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.



**ATTACHMENT L  
REIMBURSEMENT CHECKLIST**

**PLANNING**

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and signup sheet with meeting date must be included).
- 4. Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
- 5. Has proof of payment been included?
  - \_\_\_\_\_ Canceled check
  - \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation
  - \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
  - \_\_\_\_\_ Sole Source (approved by FDEM for purchases exceeding \$25,000)
  - \_\_\_\_\_ State Contract (page showing contract #, price list)
  - \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

**Consultants/Contractors (Note: this applies to contractors also billed under Organization)**

**TRAINING**

- 1. Is the course DHS approved?
- 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS training?
- 3. Have Sign-In Sheets, Rosters and Agenda been provided?
- 4. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
  - \_\_\_\_\_ Have documentation from entity's financial system been provided as proof attendees were paid?
  - \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- 5. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
  
- 6. Has any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.
  - \_\_\_\_\_ Canceled check
  - \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation
  - \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
  
- 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
  - \_\_\_\_\_ Sole Source (approved by FDEM for purchases exceeding \$25,000)
  - \_\_\_\_\_ State Contract (page showing contract #, price list)
  - \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

**EXERCISE**

- 1. Has documentation been provided on the purpose/objectives of the exercise?
  - \_\_\_\_\_ Situation Manual
  - \_\_\_\_\_ Exercise Plan
  
- 2. If exercise has been conducted are the following included:
  - \_\_\_\_\_ After-action report
  - \_\_\_\_\_ Sign-in sheets
  - \_\_\_\_\_ Agenda
  - \_\_\_\_\_ Rosters
  
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
  - \_\_\_\_\_ Have documentation from entity's financial system been provided to prove attendees were paid?
  - \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
  
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
  
- 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.
  - \_\_\_\_\_ Canceled check
  - \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation
  - \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
  
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included.
  - \_\_\_\_\_ Canceled check
  - \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation

\_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement

7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*

\_\_\_\_\_ Sole Source (approved by FDEM for purchases exceeding \$25,000)

\_\_\_\_\_ State Contract (page showing contract #, price list)

\_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

### **EQUIPMENT**

1. Have all invoices been included?

2. Has an AEL # been identified for each purchase?

3. If service/warranty expenses are listed, are they only for the performance period of the grant?

4. Has proof of payment been included?

\_\_\_\_\_ Canceled check

\_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation

\_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement

5. If EHP form needed, has a copy of the approval DHS been included?

6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*

\_\_\_\_\_ Sole Source (approved by FDEM for purchases exceeding \$25,000)

\_\_\_\_\_ State Contract (page showing contract #, price list)

\_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

### **TRAVEL/CONFERENCES**

1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?

\_\_\_\_\_ Airplane receipts

\_\_\_\_\_ Proof of mileage (Google or Yahoo map printout or mileage log)

\_\_\_\_\_ Toll and/or Parking receipts

\_\_\_\_\_ Hotel receipts (is there a zero balance?)

\_\_\_\_\_ Car rental receipts

\_\_\_\_\_ Registration fee receipts

\_\_\_\_\_ Note: Make sure that meals paid for by conference are not included in per diem amount

2. If travel is a conference has the conference agenda been included?

3. Has proof of payment to traveler been included?

\_\_\_\_\_ Canceled check

\_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation

\_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement

\_\_\_\_\_ Copy of paycheck if reimbursed through payroll

**MATCHING FUNDS**

- 1. Contributions are from Non Federal funding sources identified?
- 2. Contributions are from cash or in-kind contributions which may include training investments.
- 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

**SALARY POSITIONS**

- 1. Has a **signed** timesheet by employee and supervisor included?
  - 2. Has proof for time worked by the employee been included? Is time period summary included?
    - \_\_\_\_\_ Statement of Earnings
    - \_\_\_\_\_ Copy of Payroll Check
    - \_\_\_\_\_ Payroll Register
- \_\_\_\_\_ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

**ORGANIZATION**

- 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
  - \_\_\_\_\_ Have documentation from entity's financial system been provided to prove attendees were paid?
  - \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

**FOR ALL REIMBURSEMENTS - THE FINAL CHECK**

- 1. Have all relevant forms been completed and included with each request for reimbursement?
- 2. Have the costs incurred been charged to the appropriate POETE category?
- 3. Does the total on all Forms submitted match?
- 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- 5. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?

8. Do all of your vendors have a current W-9 (Tax Payer Identification) on file?

**Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; 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 28th day of November, 2017.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Gwendolyn Marshall, Clerk of the Court and Comptroller  
Leon County, Florida

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

## FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18005  
Date: 11/8/2017

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 11/28/2017

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail: Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	952004	334272	000	EM-SHSGP Federal Grant	-	107,912	107,912

Subtotal: 107,912

### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	952004	56400	525	Equipment	-	107,912	107,912

Subtotal: 107,912

### Purpose of Request:

This budget amendment allocates funds in the amount of \$107,912 for the Homeland Security Grant Program for WebEOC sustainment and enhancement.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #4**

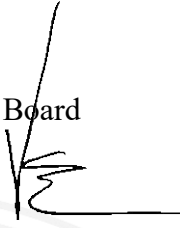


# Leon County Board of County Commissioners

## Agenda Item #4

November 28, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** 2018 Citizen Engagement Series, Club of Honest Citizens, and Village Square Events

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Mathieu Cavell, Assistant to the County Administrator for Community Relations and Resilience Britney Smith, Public Information and Communications Manager

### **Statement of Issue:**

This item seeks approval of the 2018 Citizen Engagement Series, Club of Honest Citizens, and Village Square events. In addition, the item recommends continuing the arrangement with Village Square as a component of the County's significant ongoing engagement efforts.

### **Fiscal Impact:**

This item has a fiscal impact. Funds to organize the Club of Honest Citizens and the Citizen Engagement Series are contemplated in the FY 18 budget. To continue the agreement with Village Square, funding was allocated in the FY 18 budget in the amount of \$26,500.

### **Staff Recommendations:**

- Option #1: Approve the continued relationship with the Village Square and Club of Honest Citizens program, and authorize the County Administrator to execute an agreement, in a form approved by the County Attorney.
- Option #2: Approve the tentative schedule of events for the 2018 Citizen Engagement Series, Club of Honest Citizens, and Village Square events.

## Report and Discussion

### **Background:**

Leon County has a long history of promoting citizen involvement to guide policy and shape our community. In February 2014, the Board formally entered into an agreement with the Village Square in its continuous effort and commitment to engage citizens through unique and meaningful programs. The formal agreement builds upon the mutual goals of the County's nationally recognized Citizen Engagement Series and the Village Square for greater and sustained citizen involvement and engagement. The relationship led to the creation of the Club of Honest Citizens, which blends the best elements of the Citizen Engagement Series and Village Square by providing transparency of County government, while building relationships between citizens, County Commissioners and staff through social settings.

In FY 2016-2017, Leon County continued its commitment to engaging citizens through various citizen engagement opportunities activities such as Created Equal. The event engaged more than 500 citizens in discussions about race and race-related issues. Past events have achieved unprecedented success by engaging nationally recognized speakers to open the program and frame the conversation. Following each speaker, Village Square led a facilitated discussion on race and its impact on the community.

Leon County also partnered with Village Square, the City of Tallahassee, and other community organizations to host the third year of The Longest Table. On November 5, 2017, the most recent Longest Table event hosted nearly 1,000 citizens who shared a meal and discussed issues that face Tallahassee/Leon County.

Leon County also continued hosting Citizen Engagement Series events over the past year with the Let's Balance Budget Game in March and October 2017 with Leadership Tallahassee and Youth Leadership Tallahassee. Also, Leon County launched the brand new *Prepare Now. When Disaster Strikes, It's Too Late to Plan* Citizen Engagement Series event on May 31, 2017. The disaster event offered citizens hands-on ways to be better prepared for disaster, which proved to be critical because of Leon County's response and recovery to Hurricane Irma in September 2017.

Also, on April 7, 2017 Leon County launched the Leon County Library Lecture Series featuring local, regional, and national speakers on a variety of topics from science to history and beyond.

The County's Citizen Engagement Series and the County's arrangement with the Village Square to continue the Club of Honest Citizens events is essential to the following FY 2017 – FY 2021 Strategic Initiative that the Board approved at the January 24, 2017 meeting:

- *Alongside community partners, engage citizens of diverse backgrounds, education and age on issues that matter most to them through the Citizen Engagement Series and Club of Honest Citizens. (2016-36)*

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

- *(G1) Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.*
- *(G3) Sustain a culture that respects, engages and empowers citizens in important decision facing the community.*

### **Analysis:**

In developing the recommended schedule of events for the upcoming year, staff continues to seek opportunities to leverage community partners where engaged citizens may already be prepared to attend an event or activity. As described in more detail below, for the upcoming year, two Club of Honest Citizen events build upon programs already being planned by the Village Square, and our local colleges annual "Big Event." As the year develops, there may be other significant and timely topics that shape the programming of the annual schedule of events, such as proposed local Leon County Charter Amendments.

In FY 2017-2018, Leon County will continue its commitment to engaging citizens on topics that matter most to them. A list of both the Club of Honest Citizens and Citizen Engagement Series events are as follows:

### **Created Equal:**

Continuing the past two years of success, Created Equal will return in January 2018 with a nationally recognized speaker on race. Hosted at The Moon with support from Village Square, Created Equal will create an opportunity for citizens to have thought-provoking conversations about race and race-related issues. Expected to host more than 500 attendees, the event opens with the featured speaker and then moves into roundtable discussions between citizens on how to address and improve race relations in Leon County.

### **The Big Event: Engaging FAMU, TCC, and FSU Students in Service**

Florida State University's Big Event service day draws thousands of college students from Florida Agricultural and Mechanical University (FAMU), Florida State University (FSU), and Tallahassee Community College (TCC). The Big Event is the largest single day of volunteer service in Leon County, and Leon County has supported the event since 2015 by helping college students find sites to rehabilitate or community blocks to refresh and revive.

In March 2018, Leon County will continue to support The Big Event by helping coordinate and solicit service sites, promoting the volunteer effort, and engaging local media. County staff has helped grow and expand the service day's reach to nonprofits, neighborhood leaders, and other locations in need of rehabilitation.

Following the service day, students from FAMU, TCC, and FSU will connect with VolunteerLEON, Leon County Volunteer Services Division, to learn about year-long opportunities to volunteer.

### Citizen Engagement Series

In 2018, Leon County will continue the nationally recognized Citizen Engagement Series by hosting the Let's Balance Budget Game, Leon County's Lego Lakes Simulation Game, and the disaster-related program called *Prepare Now. When Disaster Strikes, It's Too Late to Plan*. In addition, the Citizen Engagement Series is complemented by the Library Lecture Series, described in greater detail later in this section.

Leon County's Let's Balance Budget Game event will provide citizens an in-depth look into the County's budget process. The Let's Balance Budget Game event occurs several times a year with organizations such as Leadership Tallahassee, the Florida Association of Counties, and other interested groups. The event opens with a brief overview of the budget process, after which attendees will be divided into small groups and asked to play the game and balance the budget. Common issues the Board regularly faces during the budget process (i.e. unfunded mandates, revenue reductions, etc.) are introduced throughout the timed period to increase the challenge of balancing the budget.

During the Spring of 2018, Leon County will host a Citizen Engagement Series focused on development and business opportunities in the rural community as requested by the Board at the October 24, 2017 meeting. The program will also highlight the ongoing efforts and the role of the Canopy Roads Citizens Committee. A cross-departmental team from Development Support and Environmental Management and Planning will facilitate the Lego Lakes Simulation Game, an immersive, hands-on experience that will allow citizens to use the County's flexible zoning and building laws to create diverse solutions for simulated developments. Some of the intended audience includes members of the Tallahassee Builders Association, local developers, Canopy Roads Committee members, and other interested citizens.

*Prepare Now. When Disaster Strikes, It's Too Late to Plan* event features Leon County's Community Relations and Resilience function. At this event, citizens will experience four different modules to engage with nonprofit partners, preparedness experts, Emergency Management staff, and other community members to discuss various topics such as disaster preparedness, emergency communication, and the importance of having a disaster plan. In each area, citizens participate in hands-on exercises that put disaster preparedness front-and-center. Following the response and recovery efforts for Hurricane Hermine, Hurricane Irma and Hurricane Nate, this event is especially relevant and will give experts a chance to discuss disaster preparedness and resilience. To prepare the community before hurricane season begins, the event will be hosted in May 2018.

### Leon County Library Lecture Series

With the 2018 Library Lecture Series, Leon County will continue to host national, regional, and local speakers who engage and inspire on various topics from science to arts to governance. Over the last year, the Library Lecture Series featured Dr. Greg Boebinger from the National MagLab, Dr. Reginald Ellis from Florida A&M University, and Stacy Nelson from VitalSmarts. Presenting to standing-room only crowds at both the Leon County Main Library and the B.L. Perry, Jr. Branch Library, each speaker presented for about an hour and then answered questions from the audience.

This year's slate of speakers begins on November 27, 2017 with G.C. Murray, Jr. Esq., who will present on Florida's Constitution Revision Commission. Three additional speakers on various topics will follow in 2018 as Leon County continues to work with our local universities and colleges to find experts who can present on various topics of interest.

### Village Square Events

Leon County will continue to co-host the Our Town Series with Village Square, which gives local officials the opportunity to engage with citizens in intimate and important discussions. Over the past several years, the Our Town Series has proven to be an important forum for engaging citizens and demonstrating the relevance of County government throughout the community.

In May 2018, Leon County and the Village Square will host *Fast Forward* focusing on citizens' innovative solutions to address violent crime in the community. *Fast Forward* is a spirited look at important topics and current issues in Tallahassee/Leon County. *Fast Forward* features fast-paced presentations in a PechaKucha format (Japanese for "chit chat") that gives the audience time to ask questions and share information. This year will feature a "Shark Tank-type" model that allows citizens to present innovative solutions to a panel of private and public funders to address a community challenge such as violent crime. Presenters compete for seed funding to bring their ideas to life.

In the summer of 2018, Leon County and the Village Square will host a unique community engagement conversation leveraging the Village Square's popular series "The God Squad" to draw diverse local residents into conversation around critical community issues.

In addition, throughout the year, Leon County and the Village Square will continue to explore opportunities to engage citizens in new and interesting ways. Further information on such opportunities will be provided to the Board as events develop.

The Club of Honest Citizens, Village Square forums, Citizen Engagement Series, and events like the Longest Table and others, provide various opportunities and approaches in which the County is engaging citizens. Funding is available in the FY 18 budget to continue the arrangement with Village Square. Board approval of the agreement would authorize funding in the amount of \$26,500.

Between the Citizen Engagement Series, Club of Honest Citizens and the Our Town Series a total of at between 7 and 9 community events will be conducted during the fiscal year. These events are projected to engage between 1,500 and 2,000 citizens.

**Options:**

1. Approve the continued relationship with the Village Square and Club of Honest Citizens program, and authorize the County Administrator to execute an agreement, in a form approved by the County Attorney.
2. Approve the tentative schedule of events for the 2018 Citizen Engagement Series, Club of Honest Citizens, and Village Square events.
3. Do not approve the continued relationship with the Village Square and Club of Honest Citizens program and authorize the County Administrator to execute an agreement.
4. Do not approve the tentative schedule of events for the 2018 Citizen Engagement Series, Club of Honest Citizens, and Village Square events.
5. Board direction.

**Recommendation:**

Options #1 and #2.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

November 28, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Status Report on the Adult Civil Citation Program in Leon County

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Teresa Broxton, Director, Intervention and Detention Alternatives

### **Statement of Issue:**

This agenda item seeks the Board's approval of a status report on the Adult Civil Citation Program in Leon County.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Accept the status report on the Adult Civil Citation Program in Leon County.



## **Report and Discussion**

### **Background:**

At the June 20, 2017 meeting, the Board requested an update on the Adult Civil Citation Program (ACC) to include a review of the current program operations and the feasibility of a uniform county-wide program.

The ACC Program was initiated in Leon County on March 15, 2013 as a 36 month pilot project. The Program was created by DISC Village, Inc. in collaboration with the Tallahassee Police Department and the Leon County Sheriff's Office and was administered by DISC Village, Inc. The objectives of the program are two-fold: first, to offer law enforcement an additional tool as an alternative to arrest while ensuring public safety; and secondly, to promote the use of additional cost effective alternatives to the formal criminal justice process from arrest through case disposition. The ACC Program mirrors the state-wide Juvenile Civil Citation Program which diverts youth, prior to arrest, from the criminal justice system and is also administered by DISC Village, Inc.

In an April 24, 2017 letter to the Leon County Sheriff, the Chief of Police for the City of Tallahassee, the Second Judicial Court Administrator and the Chief Executive Officer (CEO) of DISC Village, the State Attorney advised that there are ethical and legal concerns about the structure of the ACC Program and as such, the State Attorney's office would not criminally prosecute ACC participants who failed to comply with the terms of the civil agreement (Attachment #1). On April 27, 2017, the Chief Judge of the Second Judicial Circuit sent a letter to the Sheriff, the Chief of Police and the CEO of DISC Village notifying them that the Adult Civil Citation Program was immediately suspended (Attachment #2).

On May 17, 2017, the State Attorney met with criminal justice community partners which included: the County Administrator, the Second Judicial Circuit Court Administrator, the Leon County Sheriff, the Chief of Police for the City of Tallahassee, a representative from the Florida State University President's Office, a representative from the Florida Fish and Wildlife Commission, and representatives from Disc Village Inc., to reiterate these concerns and advise of the plans to explore a uniform pre-arrest diversion program that could be implemented throughout the 2<sup>nd</sup> judicial circuit.

### **Analysis:**

In an effort to address concerns that exist throughout the circuit and create a uniform pre-arrest model that would offer consistency among the various law enforcement agencies circuit-wide, the State Attorney met with other State Attorneys across Florida and discussed their pre-arrest diversion program structures. In addition, over the past several months, the State Attorney met with municipal, county, and state law enforcement agencies throughout the 2nd judicial circuit including campus police chiefs from Florida State University, Florida A & M University, and Tallahassee Community College.

As a result of these efforts, the State Attorney has outlined the details of a new Pre-arrest Diversion Program in a Memorandum of Understanding (Attachment #3). As of this writing, verbal commitments have been received from 19 law enforcement agency heads. The document is now being circulated for signature. Plans are in place to launch the new Program in January 2018. On October 17, 2017 the State Attorney shared the new Pre-Arrest Diversion Program with the Leon County Public Safety Coordinating Council (PSCC) and has received their full support. In addition, the State Attorney for the 8th Judicial Circuit has agreed to implement this model within his jurisdiction.

The State Attorney has assessed that the proposed Pre-Arrest Diversion Program allows law enforcement officers to continue their traditional duties of investigating an alleged criminal offense and establishing probable cause while providing the State Attorney an opportunity to be involved in the early stages of the process. Under this new Program, a law enforcement officer would include a statement in the probable cause affidavit recommending the Pre-arrest Diversion Program and provide the offender with instructions on the next steps in the process before forwarding the document to State Attorney for final review. During the period between referral and the offender contacting the State Attorney's Office, the assigned prosecutor will review the facts of the case, the offender's criminal history and any additional information which may not have been available to the officer at the time of referral. If the prosecutor determines that pre-arrest diversion is appropriate, the case will be referred to the Diversion Coordinator who will notify the offender.

Offenders participating in the State Attorney's Pre-arrest Diversion Program cannot commit any additional criminal activity during the pendency of the diversion which will run a minimum of 3 months and shall not exceed 12 months, complete community service hours, and pay a flat fee within 3 months of the entry date into the program.

A bio-psychosocial screening was a mandatory condition for all participants of the ACC Program. In contrast, the State Attorney's Program will assign mental health or substance abuse screenings, classroom instructions and other courses, based on the offense, criminal history or other relevant information identified in the probable cause report.

Program affordability was also a key concern cited by most law enforcement agencies. Both the ACC Program and the Pre-Arrest Diversion Program assess fees and have processes in place to assist participants with financial hardship. The cost of the ACC Program was \$350 for each participant. The State Attorney has pointed out that participants accepted into the new Program will be assessed a \$100 fee which is the maximum amount allowed by Statute for each offender. The fee will offset costs associated with administering the Program. The cost for any additional counseling and/or treatment is borne by the participant; however, since participants are eligible to select any qualified provider, they may be able to use their healthcare plan for these services.

The State Attorney's Office has utilized a variety of pre-trial and post arrest jail diversion alternatives for more than 20 years. The addition of a pre-arrest component would alleviate the unintended consequences associated with an arrest and criminal record.

The State Attorney plans to utilize affiliations with the Florida Prosecuting Attorneys Association and other State Attorneys to promote a state-wide pre-arrest diversion model.

**Options:**

1. Accept the status report on the Adult Civil Citation Program in Leon County.
2. Do not accept the status report on the Adult Civil Citation Program in Leon County.
3. Board Direction.

**Recommendation:**

Option #1.

**Attachments:**

1. April 24, 2017 Letter from State Attorney, Jack Campbell
2. April 27, 2017 Letter from Chief Judge Jonathan Sjostrom
3. Memorandum of Understanding

**JACK CAMPBELL**  
STATE ATTORNEY



LEON COUNTY COURTHOUSE  
301 S MONROE STREET  
TALLAHASSEE, FLORIDA 32399-2550  
TELEPHONE (850) 806-8000

OFFICE OF  
**STATE ATTORNEY**  
SECOND JUDICIAL CIRCUIT OF FLORIDA

April 24, 2017

RECEIVED

APR 25 2017

Office of Court Administration

Sheriff Walt McNeil  
Leon County Sheriff's Office  
2825 Municipal Way  
Tallahassee, Florida 32304

Chief Michael DeLeo  
Tallahassee Police Department  
234 E. 7<sup>th</sup> Ave.  
Tallahassee, Florida 32303

Tom Olk  
Disc Village, Inc.  
3333 West Pensacola Street #300  
Tallahassee, Florida 32304

Grant Slayton  
Court Administration  
301 S. Monroe Street  
Tallahassee, Florida 32301

Dear Community Partners,

I am writing concerning the Leon County Pre-Arrest Adult Civil Citation and Diversion Program (hereinafter "the Program"). As you know, I took office in January and am continuing to establish working relationships throughout the Second Judicial Circuit. As such, I have been familiarizing myself with many memoranda of understandings including those regarding the Program.

My understanding of the goal of the Program is to allow persons who have committed crimes to be punished while avoiding the long-term consequences of being criminally prosecuted. Namely, offenders who successfully complete the Program have the ability to deny that they have ever been arrested. I recognize that the stigma of arrest is a negative consequence that can last for years and frustrate future education and employment. It is because of these severe consequences that the State Attorney's Office employs an extensive post-arrest diversion program which allows offenders who complete the program to have their cases dismissed. Qualifying offenders can also pursue sealing and/or expunction of their records.

Where appropriate, I support alternative resolutions in criminal cases. One of my favorite aspects of practicing law is the limitless options we can construct to respond to criminal behavior. I have adopted a mission statement that specifically encourages our prosecutors to work toward justice for both offenders and victims with the aim of lessening recidivism. I think that pre and post-arrest diversion and civil citation programs are good tools and have a place in our arsenal. However, I am also equally concerned with equality under the law as justice is lost if it is not consistently enforced.

Generally, the State Attorney's Office is not consulted in any manner when the Adult Civil Citation Program is used. The offender is directed to DISC Village and the State Attorney's Office is none the wiser until and unless the offender breaches the contract. Law enforcement then seeks an arrest warrant and the case is referred to this office for prosecution of the original crime. This has happened 14 times since January, 2017. Unfortunately, the way the Program is being implemented has created ethical concerns for me.

The September 10, 2012 memorandum creating the Program lists Tom Olk, CEO of DISC Village, and Court Administrator Grant Slayton as signatories. While the memorandum lists the City of Tallahassee, Leon County Sheriff Office, Disc Village Inc, and Office of the State Attorney as community partners, the agreement does not specifically define what is expected of these entities. This is of great concern to me as I want to be a good partner to the community and to each of you. But the State Attorney's Office cannot be used to resolve civil disputes. The Florida Bar specifically prohibits the use or threat of criminal sanctions to resolve civil disputes by any attorney. This is further problematic in my role as State Attorney as prosecutors are guided by heightened ethical constraints to ensure that both the State and the defendant are treated appropriately and equally. While I have great faith in each of you, I cannot overlook some issues that arise from the way the Program is currently being implemented.

First, there is an economic concern. The Program costs more than both traditional court fees and the post-arrest diversion program. Eleven of the fourteen cases referred to this office this year were for petit theft. Many of these cases involved an offender stealing food. I have no way to know whether the offender's noncompliance with the Program was the result of poverty; but the evidence suggests that inability to pay may be a factor in the decision as to which offenders benefit from the Program and which offenders are referred to the State Attorney's Office for criminal prosecution.

Second, there is an absence of due process in the Program. For example, there is no vehicle for offenders who have failed out to appeal their discharge from the Program. As State Attorney, I am required to ensure due process under the law for each offender. Furthermore, the initial contract which offenders sign upon entry into the Program is legally untenable as it requires them to waive their constitutional rights, confess, and agree to future actions and payments under pain of future arrest. All of this is done on scene where the offender's sobriety and mental status are unknown, they have not been afforded the opportunity to confer with counsel, and they are told that if they don't agree they will be immediately arrested. None of this could ever pass constitutional muster.

Third, the Program creates inequalities due to impermissible factors. We recently had a felony arrest where the officer specifically indicated that he would have given the offender a civil citation had he not lived outside Leon County. This is particularly troubling to me as I represent five surrounding counties. Where someone lives should not be a deciding factor as to whether or not they are criminally prosecuted. However, there is an even more dramatic inequality due to wide variances in implementation by law enforcement. Some agencies are requiring their officers to use civil citation whenever possible, while others are prohibiting their officers from using the program altogether. While individual discretion should always be left to the officers on scene, these blanket variances result in arbitrary application.

Finally, the implementation of the Program misrepresents the criminal justice situation in Leon County. I am currently working to better track and quantify crimes, arrests, dispositions, and recidivism. This will allow our community to better analyze areas of concerns and successful interventions and strategies. However, these numbers are irreparably skewed by an alternative prosecution system operating outside my knowledge or control. As the State Attorney, I am ultimately responsible to our community for whether prosecutions are being handled consistently and appropriately. Under the current procedures, these statistics will only reflect the "failures" of the Program, and there will be no record of the "successfully" diverted offenses. Significant resources are spent on the Program and the only way to demonstrate its success or failure is to count and compare the successes of the Program to those cases handled traditionally. Furthermore, the entry into the Program must be consistently applied to render valid results. Some statistics have labeled us as both a violent and racially segregated community. If this is true, I want to see the numbers and be able to address the problem. If it is not, I want to be able rebuke these labels with accurate data. I know we all need to have accurate information to be effective in our interventions and resolutions of cases.

In conclusion, for the reasons stated above I am temporarily suspending prosecutions of offenders who fail to successfully complete the Program. I am not taking any such action with the juvenile system at this time. My understanding is that there is legislation pending concerning Adult Civil Citation and this will obviously influence these issues in the near future. My suggestion is that we wait for the Legislature to act, and then convene to discuss how we can work together to implement this useful tool in a way that is fair and equitable. Please feel free to contact me if I can be of further assistance or if you have any questions.

Sincerely,



Jack Campbell

CC:

Ricardo Fernandez City Manager, City Hall, 300 S. Adams Street, Tallahassee, Florida 32301  
Vince Long County Manager, County Administration, 301 S. Monroe Street, Tallahassee, FL 32301  
Bryan Desloge, County Commission, 301 S. Monroe Street, Tallahassee, Florida 32301  
Gil Ziffer, City Commission, 300 S. Adams Street, Tallahassee, Florida 32301

OFFICE OF  
**JONATHAN SJOSTROM**  
CHIEF JUDGE  
SECOND JUDICIAL CIRCUIT

LORRAINE GAUSS  
JUDICIAL ASSISTANT  
PHONE: (850) 606-4321  
FAX: (850) 606-4474



LEON COUNTY COURTHOUSE  
301 SOUTH MONROE STREET  
TALLAHASSEE, FLORIDA 32301

April 27, 2017

Leon County Sheriff McNeil  
Tallahassee Police Department Chief DeLeo  
DISC Village CEO John Wilson

Dear Colleagues:

I received State Attorney Campbell's letter of April 24, 2017 regarding the Leon County Pre-Arrest Adult Civil Citation and Diversion Program (the "Program").

By this memorandum all participation and authority of the Second Circuit Court regarding the Program is hereby suspended effective immediately.

Please forward this memorandum to all affected agencies and entities.

Respectfully,

A handwritten signature in black ink, appearing to read "Jonathan Sjostrom".

Jonathan Sjostrom, Chief Judge

Copy: State Attorney Jack Campbell

## Memorandum of Understanding

### **Intent:**

In order to better address minor offenses through making strong interventions without unintended lasting collateral consequences, the Office of the State Attorney for the Second Judicial Circuit is establishing the following diversion program. This process is in partnership with all local governments, law enforcement agencies, and human service providers. The intent of this program to give prosecutors and law enforcement additional options when interdicting criminal behavior, but in no way does this program supplant or otherwise limit the traditional criminal justice options held by all sworn law enforcement, the State Attorney, or the Courts.

### **Eligibility:**

Diversion is reserved for criminal behavior that would otherwise be characterized as misdemeanors or violations of municipal ordinance. Prior participants may be eligible, or may be denied, at the discretion of the Office of the State Attorney. Actions constituting felonies are not eligible. Pre-arrest diversion is not eligible for those with prior criminal history. Crimes involving victims are only eligible if the victim's rights are insured consistent with those in traditional court proceedings.

**The following are NOT generally eligible for the program:**

**Battery or other Violence**

**Violation of Injunction**

**Loitering and Prowling**

**Stalking**

**DUI**

**Animal Cruelty**

### **Partners:**

The signees are specific partners in this effort and agree and adopt its implementation as a program. However, cases made by non-partner organizations are eligible.



## **Procedures:**

Law enforcement will perform their traditional duties of discovering, investigating, and dissuading criminal behavior. If a law enforcement officer determines a person has committed a crime, he or she can take any traditional lawful action he feels appropriate. This includes making an on view arrest, issuing a notice to appear, preparing a probable cause affidavit for potential judicial review, or creating a regular police report.

Under the diversion program, the law enforcement officer can additionally indicate in their probable cause affidavit or sworn report that they feel the offender should be granted diversion rather than criminal arrest. If the LEO does this, he or she will tell the offender of the intent and provide the offender with an information sheet referring them to the Office of the State Attorney in that county. The offender is then told to appear at the office within four weeks. The law enforcement officer then will forward the probable cause or sworn report and recommendation to the local Office of the State Attorney.

The Office of the State Attorney will review all cases forwarded by law enforcement. This will include those where the officer did not effect an arrest. In all cases, the assigned prosecutor will decide whether diversion is an appropriate intervention based on the facts of the case, criminal history of the offender, and any other information that the prosecutor is able to ascertain. If the prosecutor determines that diversion is not appropriate, he or she will file an information for the charge supported by the probable cause or sworn report and request a court date at which the defendant will be required to appear with a notice to be sent out by the Clerk.

If the prosecutor determines that diversion is appropriate, he or she will refer the case to the diversion coordinator. The Office of the State Attorney will mail notice of eligibility to all qualified offenders and attempt to notify any offenders at arraignment. Offenders who were not arrested will be notified upon their arrival at the Office of the State Attorney.

The Office of the State Attorney will staff the administration of the program. In addition to notice of eligibility, each offender will be provided written notice of the requirements of the diversion program. This will include all financial requirements, counseling and treatment requirements and costs, and any additional sanctions possible. They will also be notified of their legal rights that are subject to waiver including those of speedy trial. They will be afforded an opportunity to retain counsel and be given notice of their consequences for failure to successfully complete the program. They will also be given the option to have the case transferred for a traditional prosecution by the Office of the State Attorney. Upon successful completion of the program, the Office of the State Attorney will file a no information if an arrest or notice to appear was filed. They will also notify the referring or arresting agency of the resolution of the case whether an arrest was made or not.

### **Program Requirements:**

In all cases:

1. No additional criminal activity during the pendency of the diversion. This will last a minimum of 3 months and a maximum of 12.
2. Pay cost of prosecution of \$100 to the Office of the State Attorney within 3 months from date of entry into program.
3. Community Service hours.

The Office of the State Attorney will make such conditions a part of the diversion when the prosecutor feels they are appropriate based on the crimes, criminal history, or other information available at the time of review.

1. Pay any restitution at time of entry.
2. Evaluation and follow recommendation of treatment provider. (Anger Management, Mental Health, Substance Abuse Evaluation, Theft Class, Hunter Safety Course) Cost to be borne by offender and payable to vendor.
3. Get a valid driver's license.

All monies paid to the Office of the State Attorney are in the form of money orders. The monies are non-refundable.

Treatment providers can be through any qualified provider. A non-exclusive list of providers and their costs will be provided prior to the offender entry into the program. The offender must provide proof of evaluation and treatment plan to the Office of the State Attorney in the form of a letter on official letterhead capable of independent review.

Community Service Hours can be completed through any charitable organization that is eligible for tax free status pursuant to the IRS. The offender is required to provide proof through documentation on official letterhead capable of independent review.

Driver's License. The offender is required to show their valid driver's license to the Office of the State Attorney or otherwise provide documentation on their inability to gain such a license despite their efforts.

**Scholarship:**

1. If possible, monies will be secured from local governments to cover the costs associated with this program for those who are indigent. If such funding is available, the offender will request such a scholarship and provide proof of eligibility for the Office of the Public Defender. If funds are available, they will cover the costs of both the Office of the State Attorney and private venter fees. In exchange for such a scholarship, the offender will additionally be required to complete one day on the County Work Camp to repay the debt and provide proof of successful completion to Office of the State Attorney.

**Sealing and Expungement:**

Upon successful completion of the program, forms will be provided to the offender to allow them to proceed with sealing or expungement.

**Memorandum of Understanding:**

Through entry into this memorandum of understanding we agree that our agencies will support and utilize the Diversion Program at the discretion of each partner. This does not bind any partner to take any particular action in any case. Nor does is require that the agency or its employees ever make a pre arrest diversion recommendation. It is merely an acknowledgement of the program as a pre-arrest and post-arrest diversionary option for the State Attorney and all law enforcement partners in the Second Judicial Circuit.

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Jack Campbell  
State Attorney of Second Judicial Circuit

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Jared Miller  
Sheriff of Wakulla County

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Walt McNeil  
Sheriff of Leon County

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A.J. Smith  
Sheriff of Franklin County

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Morris Young  
Sheriff of Gadsden County

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David Hobbs  
Sheriff of Jefferson County

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Eddie Joe White  
Sheriff of Liberty County

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Kelly M. Hildreth  
Acting Troop Commander, FHP

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Michael Deleo  
Chief of Tallahassee Police Department

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Fred Mosley  
Chief of Monticello Police Dept.

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David Perry  
Chief of Florida State University Police Dept.

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Terence Calloway  
Chief of FAMU Police Dept.

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Tracy Smith  
Chief of Havana Police Department

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Deric Mordica  
Chief of Midway Police Department

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Glenn Sapp  
Chief of Quincy Police Department

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Brian Alexander  
Chief of Gretna Police Department

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Greg Gibson  
Chief of TCC Police Department

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Richard Swearingen  
Commissioner of FDLE

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Curtis Brown  
Director of FWC Commission

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Vann Pullen  
Chief of Chattahoochee Police Department

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Bobby Varnes  
Chief of Apalachicola Police Department

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Agenda Item #6

November 28, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Status Update on Deep Injection Wells

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Assistant to the County Administrator Maggie Theriot, Director, Office of Resource Stewardship Sara Pratt, Management Intern

### **Statement of Issue:**

This agenda item presents a status update on deep well injection in Florida including an update on Waste Management's application for a deep well injection permit to construct a Class V exploratory injection well for the disposal of leachate at the Springhill Regional Landfill in Jackson County.

### **Fiscal Impact:**

This item has no current fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the status update on deep well injection in Florida and Waste Management's application for a permit to construct an exploratory well for the purpose of determining the feasibility of ultimate disposal of leachate at the Springhill Regional Landfill.

## Report and Discussion

### **Background:**

At the September 20, 2017 meeting, the Board directed County staff to compile a status report on deep well injection in Florida including any legislation, provide an update on Waste Management's deep well injection permit for the Springhill Regional Landfill and how the Board can support other counties in their opposition to injection wells. Waste Management has applied for a permit with the Florida Department of Environmental Protection (DEP) to construct one exploratory well and one dual zone monitor well to determine the feasibility of deep well injection disposal of leachate generated at the Springhill Regional Landfill.

The Springhill Regional Landfill is located in Jackson County, Florida and is owned and operated by Waste Management, Inc. Both the operation of landfills and the processing of leachate are regulated by DEP. With the construction and opening of the Leon County Transfer Station in 1998, the County entered into an agreement with Waste Management, Inc. for the hauling and disposal of waste to the Springhill Regional Landfill. At the September 20, 2017, the Board approved an additional five year extension to the agreement.

The term "leachate" refers to the liquid that drains from a landfill and forms when leached chemicals from non-hazardous solid waste material mix with rainwater. Typically leachate contains both dissolved and suspended materials. Deep well injection serves as an alternate option in the disposal of leachate that involves trapping liquids beneath drinking water aquifers under layers of rock, silt, and brackish water. The EPA categorizes types of injection wells by class, with six classes of wells in total. Type and usages of injection wells vary, and include storing carbon dioxide, enhancing oil production, mining, preventing salt water intrusion, and disposing of hazardous and non-hazardous waste such as leachate.

The analysis provided below includes an overview of the use of deep injection wells in Florida, a list of cities and counties that have adopted resolutions in opposition to deep injection wells, and Waste Management's application to construct an injection well at the Springhill Regional Landfill.

### **Analysis:**

#### *Proposed Injection Well at Springhill Regional Landfill*

On August 15, 2016, Waste Management, Inc. applied for a permit through the DEP to construct one exploratory well and one monitoring well to determine the feasibility of deep well disposal of non-hazardous landfill leachate generated at the Springhill Regional Landfill. On March 6, 2017 the DEP published notice of a draft permit regarding the proposed exploratory well project at the Springhill Regional Landfill. As of August 2017, Waste Management requested the DEP delay processing the company's application for a permit until March 31, 2018.

The DEP has permitting authority over injection well projects under Ch. 403, F.S. and Rule 62-528, FAC. If approved by DEP, Waste Management's construction of an exploratory injection well would determine the feasibility of constructing a deep injection well for the disposal of

leachate at the Springhill Regional Landfill. The exploratory permit does not allow for the injection or disposal of leachate. A future Class I injection well application for permit would have to be submitted to the DEP in order for leachate disposal. Should the well be permitted, the proposed injection of leachate would occur below the underground source of drinking water between 3,450 and 3,700 feet below the surface. A confining layer between the injection point and the location of the underground water drinking source is required to prevent upward migrations of leachate into the underground drinking water source. Currently, the Springhill Regional Landfill disposes of leachate from its site through collection and transportation to permitted wastewater treatment facilities in Okaloosa County, Marianna, and Sneads.

Both Jackson County and Waste Management have agreed to explore other options in the coming months for disposing of leachate rather than through deep well injection, including conducting enhancements to an existing water treatment plant. Waste Management has requested to delay its application as a temporary compromise in exchange for Jackson County's agreement to delay moving forward with litigation against the company. Staff will provide an update to the Board on the results of the discussions between Jackson County and Waste Management. Although Jackson County approved an ordinance banning injection wells at its commission meeting on Tuesday, September 26, 2017, the authority to issue permits for the construction of deep injection wells lies within the DEP.

#### *Deep Well Injection in Florida*

In the state of Florida, injection wells are commonplace. According to DEP's Geospatial Open Data, approximately 1,012 injection wells of all classes are currently active. An estimated 213 wells are Class I wells that function as municipal wastewater disposal wells. There are four active deep injection wells in Florida located in Charlotte, Hendry, Okeechobee and Miami-Dade Counties that store leachate. Other uses of deep injection wells in Florida include stormwater drainage, lake level control, aquifer storage and recovery, large septic systems, and improved sinkholes. Deep well injection is not new to the state of Florida; however, proposals to use deep well injection for fluid storage and disposal have gained attention in the state in recent years, not only concerning leachate disposal but also as a possible solution to cut down on damaging discharges associated with Lake Okeechobee.

Regulated under the provisions in Chapter 403, Florida Statutes, legislation concerning deep well injection has not been proposed at this time. Staff will continue to monitor any legislation that emerges concerning deep well injection.

#### *Ordinances and Resolutions Adopted in Opposition*

Cities and counties both in the proposed area of jurisdiction and surrounding the Springhill Regional Landfill have adopted ordinances and resolutions opposing the project due to environmental concerns. Some local governments have adopted resolutions in opposition to Waste Management's permit application at the Springhill Regional Landfill while others have also included language opposing the use of deep injection disposal wells within Northwest Florida. Following is a summary of actions taken by local governments in Northwest Florida relative to Waste Management's permit application at the Springhill Regional Landfill:



Ordinance prohibiting injection wells in Jackson County:

- Jackson County

Resolution opposing the issuance of a permit by DEP to construct an exploratory well and subsequent deep injection well for leachate disposal at the Springhill Regional Landfill:

- Gadsden County
- City of Marianna
- Town of Sneads
- Town of Paxton

Resolution opposing the issuance of a permit by DEP for the use of deep injection disposal wells within Northwest Florida that could impact the Floridian Aquifer:

- Walton County
- City of DeFuniak Springs
- City of Freeport

Should the Board wish to adopt a resolution in opposition to deep well injection, a proposed resolution is provided as Attachment #1. The resolution states that Leon County opposes proposed exploratory wells and DEP injection waste disposal wells to be located on any site within Northwest Florida that could impact the Floridian Aquifer.

**Options:**

1. Accept the status update on deep well injection in Florida and Waste Management's application for a permit to construct an exploratory well for the purpose of determining the feasibility of ultimate disposal of leachate at the Springhill Regional Landfill.
2. Approve the resolution (Attachment #1) opposing Waste Management's proposed exploratory well and any injection waste disposal wells to be located within Northwest Florida that could impact the Floridian Aquifer.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Resolution
2. DEP Notice of Draft Permit

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, EXPRESSING STRONG OPPOSITION TO WASTE MANAGEMENT'S PROPOSED EXPLORATORY WELLS AND ANY INJECTION WASTE DISPOSAL WELLS TO BE LOCATED WITHIN NORTHWEST FLORIDA THAT COULD IMPACT THE FLORIDIAN ACQUIFER.**

**WHEREAS**, Leon County is concerned with the welfare of its residents and the protection of its natural resources as well as the quality and reliability of Florida's underground water resources, specifically including the Floridian Aquifer, and

**WHEREAS**, Leon County has learned that Waste Management has sought the issuance of a permit from the Florida Department of Environmental Protection for the purpose of digging an exploratory well to precede a deep injection well for the disposal of landfill wastewater, otherwise known as "leachate" in Jackson County, Florida; and

**WHEREAS**, on May 23, 2017 the Board of County Commissioners of Jackson County, Florida held a public hearing during which the community at large expressed vehement opposition to the exploratory well as well as any subsequent deep injection disposal well;

**WHEREAS**, Leon County, Florida supports the overwhelming majority of residents who strongly oppose the exploratory well and any subsequent deep injection disposal well;

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

1. The Board opposes the issuance by the Florida Department of Environmental Protection of a permit to Waste Management or any other person or entity engaged in the business of waste disposal approving the digging of an exploratory well and any subsequent deep injection well in Northwest Florida for the purposes of other landfill waste disposal.

**DONE, ADOPTED, AND PASSED** by the Board of County Commissioners of Leon  
County, Florida, on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
John E. Dailey Chairman  
Board of County Commissioners

ATTEST:

Gwendolyn Marshall, Clerk of Court and  
Comptroller, Leon County, Florida

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

APPROVED AS TO FORM:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney



## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Ryan E. Matthews  
Interim Secretary

### SENT VIA ELECTRONIC MAIL

In the Matter of an Application for Permit by:

6 March 2017

Mr. David Myhan, Area Vice President  
Waste Management of Leon County, Inc.  
4945 Highway 273  
Campbellton, Florida 32426  
[Dmyhan@WM.com](mailto:Dmyhan@WM.com)

[FDEP File No. 0346637-001-UC/1EX](#)  
[FDEP WACS No. 103030](#)  
Jackson County  
Construction  
Class V Exploratory Well System

### NOTICE OF DRAFT PERMIT

The Department of Environmental Protection hereby gives notice that a Draft Permit has been developed for the proposed project as detailed in the application specified above, for the reasons stated below.

The applicant, Waste Management of Leon County, Inc., Mr. David Myhan, Area Vice President, 4945 Highway 273, Campbellton, Florida 32426 applied on August 15, 2016 for a permit to construct a Class V exploratory well.

The Department has permitting jurisdiction under chapter 403 of the Florida Statutes and the rules adopted thereunder. The project is not exempt from permitting procedures. The Department has determined that an exploratory construction permit is required for the proposed work.

Pursuant to section 403.815 of the Florida Statutes, and Rule 62-528.315 (6)(b) of the Florida Administrative Code, you (the applicant) are required to publish at your own expense the enclosed Notice of Draft Permit. The Notice must be published one time only within 30 days in a newspaper of general circulation in the area affected. For the purpose of this rule, "publication in a newspaper of general circulation in the area affected" means publication in a newspaper meeting the requirements of Sections 50.011 and 50.031 of the Florida Statutes, in the county where the activity is to take place. The applicant shall provide proof of publication to the Tallahassee Office of the Department within seven (7) days of publication. Failure to

**PERMITTEE:** Mr. David Myhan, Vice President  
Waste Management of Leon County, Inc.  
Class V Exploratory Well System

**WACS ID No.:** 103030  
**Permit ID No.:** 0346637-001-UC/1EX  
**Date:** March 6, 2017

publish the notice and provide proof of publication within the allotted time may result in the denial of the permit.

Any interested person may submit written comments on the draft permit within 30 days of the public notice. Written comments may be submitted to the Department of Environmental Protection, Aquifer Protection Program, 2600 Blair Stone Road, MS 3530, Tallahassee, Florida 32399-2400. All comments received within the 30-day period and during the public meeting will be considered by the Department in formulating a final decision concerning this project. If a public meeting is arranged it must be held in the area of the well no less than 30 days after publication of this Notice for the purpose of receiving verbal and written comment concerning this project. If a public meeting is not arranged prior to publication, the Notice must provide an opportunity for a public meeting. If a public meeting is later scheduled, there will be another 30-day notice period for that meeting. Please contact Neil I. Campbell, Engineering Specialist at 850.245.8612, for additional information.

**PERMITTEE:** Mr. David Myhan, Vice President  
Waste Management of Leon County, Inc.  
Class V Exploratory Well System

**WACS ID No.:** 103030  
**Permit ID No.:** 0346637-001-UC/1EX  
**Date:** March 6, 2017

## EXECUTING AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Joseph Haberfeld  
Environmental Administrator  
Aquifer Protection Program  
Division of Water Resource Management

## CERTIFICATE OF SERVICE

The undersigned duly designated clerk hereby certifies that this NOTICE OF DRAFT PERMIT and all copies were sent on the filing date Monday, March 06, 2017 to the following listed persons:

Joseph Haberfeld, FDEP/TLH	<a href="mailto:joe.haberfeld@dep.state.fl.us">joe.haberfeld@dep.state.fl.us</a>
Neil I. Campbell, FDEP/TLH	<a href="mailto:neil.i.campbell@dep.state.fl.us">neil.i.campbell@dep.state.fl.us</a>
James Dodson, FDEP/TLH	<a href="mailto:james.dodson@dep.state.fl.us">james.dodson@dep.state.fl.us</a>
Kim Allen, FDEP/NWD	<a href="mailto:kim.allen@dep.state.fl.us">kim.allen@dep.state.fl.us</a>
Robert C. Lunardini, Jr., P.E./AEcom	<a href="mailto:bob.lunardini@aecom.com">bob.lunardini@aecom.com</a>
Thomas Kwader, P.G./AEcom	<a href="mailto:thomas.kwader@aecom.com">thomas.kwader@aecom.com</a>
Cathleen McCarty, FDEP/TLH	<a href="mailto:cathleen.mccarty@dep.state.fl.us">cathleen.mccarty@dep.state.fl.us</a>
Hope Cates, FDEP/TLH	<a href="mailto:hope.cates@dep.state.fl.us">hope.cates@dep.state.fl.us</a>
Mary Genung, FDEP/TLH	<a href="mailto:mary.genung@dep.state.fl.us">mary.genung@dep.state.fl.us</a>
Jason Meadows, USEPA/ATL	<a href="mailto:meadows.jasonb@epa.gov">meadows.jasonb@epa.gov</a>

## FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section.120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged



---

Clerk

March 6, 2017

---

Date

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**NOTICE OF DRAFT PERMIT**

The Department of Environmental Protection hereby provides Notice that it has prepared a Draft Permit for the proposed project as detailed in the application, subject to the conditions specified in the draft permit and summarized below. The applicant, Waste Management of Leon County, Inc., Mr. David Myhan, Area Vice President, 4945 Highway 273, Campbellton, Florida 32426 applied on August 15, 2016 for a permit to construct a Class V exploratory well. The project is located at the [Waste Management Springhill Regional Landfill](#), 4945 Highway 273, Campbellton, Florida 32426, in the county of Jackson. (File No. [0346637-001-UC/1EX](#), WACS ID No. [103030](#))

The facility will construct one Class V exploratory well (IW-1), and one dual zone monitor well (DZMW-1), to determine the feasibility of deep well disposal of non-hazardous landfill leachate generated at the Springhill facility. The exploratory well permit does not allow injection into the well or disposal of leachate. A future Class I injection well application for construction and testing is required before injection and operational testing after the exploratory well phase. The projected daily average volume of leachate expected to be injected is approximately 0.15 million gallons per day (MGD). However, the design capacity of the well is expected to be able to meet a maximum daily flow rating of 1.74 MGD during operation. The potential injection interval is to be completed into the lower Tuscaloosa formation from 3,450 to 3,700 feet below land surface (bls). DZMW-1 will be constructed to monitor the depths of 650 to 750 feet bls (upper zone) and 1,150 to 1,250 feet bls (lower zone), subject to findings in the exploratory phase.

The Department has permitting jurisdiction under Chapter 403 of the Florida Statutes and the rules adopted thereunder. The project is not exempt from permitting procedures. The Department has determined that an exploratory permit is required for the proposed work.

Any interested person may submit written comments on the draft permit for a minimum of 30 days after publication of this public notice. A public meeting will be held on \_\_\_\_\_, 2017, at \_\_\_\_\_ a.m./p.m. at \_\_\_\_\_ for the purpose of receiving oral and written comments concerning this project. Written comments shall be submitted to the Department of Environmental Protection, Aquifer Protection Program, 2600 Blair Stone Road, MS 3530, Tallahassee, Florida 32399-2400, which is the office processing this permit application. All comments received within the 30-day period and through the public meeting date, will be considered in formulation of the Department's final decision regarding permit issuance.

The application, draft permit, and fact sheet are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northwest District Office, 160 Government Street, Suite 308, Pensacola, Florida 32502-5740, and at the Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. Any additional information concerning this project may be obtained by contacting [Neil I. Campbell](#), Engineering Specialist, at [850.245.8612](#).



## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bob Martizez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor  
Carlos Lopez-Cantera  
Lt. Governor  
Ryan E. Matthews  
Interim Secretary

### Underground Injection Control Class V Exploratory Well System Construction

**Permittee:**

Waste Management of Leon County, Inc.

**Responsible Official:**

Mr. David Myhan, Vice President  
4945 Highway 273  
Campbellton, Florida 32426  
[Dmyhan@WM.com](mailto:Dmyhan@WM.com)

**Facility**

Springhill Regional Landfill  
4945 Highway 273  
Campbellton, Florida 32426

**Permit/Certification:**

Permit Number: [0346637-001-UC/1EX](#)  
WACS ID: [103030](#)  
Date of Issuance: [Draft](#)  
Date of Expiration: [Draft](#)  
Permit Processor: Neil I. Campbell

**Section/Township/Range:** Sec 16/ T6N / R12W

**Location**

County: Jackson UIC  
Latitude: 30° 55' 25.593" North  
Longitude: 85° 26' 4.887" West

**Project:** Class V exploratory well System IW-1 and DZMW-1.

This permit is issued under the provisions of Chapter 403, Florida Statutes, and the rules adopted thereunder. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows.

**TO CONSTRUCT:** The facility will construct one Class V exploratory well (IW-1), and one dual zone monitor well (DZMW-1), to determine the feasibility of deep well disposal of non-hazardous landfill leachate generated at the Springhill facility. The exploratory well permit does not allow injection into the well or disposal of leachate. A future Class I injection well application for construction and testing is required before injection and operational testing after the exploratory well phase. The projected daily average volume of leachate expected to be injected is approximately 0.15 million gallons per day (MGD). However, the design capacity of the well is expected to be able to meet a maximum daily flow rating of 1.74 MGD during operation. The potential injection interval is to be completed into the lower Tuscaloosa formation from 3,450 to 3,700 feet below land surface (bls). DZMW-1 will be constructed to



**PERMITTEE:** Mr. David Myhan, Vice President  
Waste Management of Leon County, Inc.  
Class V Exploratory Well System

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**Date:** March 6, 2017

monitor the depths of 650 to 750 feet bls (upper zone) and 1,150 to 1,250 feet bls (lower zone), subject to findings in the exploratory phase.

**IN ACCORDANCE WITH** The Application to Construct DEP Form No. 62-528.900(1) received, August 15, 2016, response to the Department’s December 19, 2016, request for additional information, and supporting information submitted to this agency.

**LOCATION:** The project is located at the Springhill Regional Landfill, 4945 Highway 273, Campbellton, Florida 32426, in the county of Jackson.

The exploratory and monitoring wells at this facility are designated as follows:

**Exploratory Well:**

<i>Well Name</i>	<i>WACS Effluent Testsite ID</i>	<i>Total Well Depth *</i>	<i>Casing Diameter (inches)</i>	<i>Casing or Tubing Type</i>	<i>Casing or Interval*</i>
IW-1		4100	48	Steel	40
			40	Steel	350
			30	Steel	1960
			20	Steel	3450
			9	FRP	2950
			7	FRP NPT	2950
			7.63	Stainless Steel	4100
			Injection zone		3450 to 3700

\*Feet Below Land Surface

**Monitoring Well (subject to findings in the exploratory phase):**

<i>Well Name</i>	<i>WACS Monitoring Well Testsite ID</i>	<i>Monitoring Zone</i>	<i>Casing Diameter (OD)</i>	<i>Casing Type</i>	<i>Casing Depth*</i>	<i>Monitoring Depth*</i>
DZMW-1			36	Steel	40	
			26	Steel	350	
			16	FRP	650	
		Upper Zone				650 to 750
		Lower Zone		6	FRP	1150

\*Feet Below Land Surface

**SUBJECT TO:** Specific Conditions 1-VI and General Conditions 1-24.

**PERMITTEE:** Mr. David Myhan, Vice President  
Waste Management of Leon County, Inc.  
Class V Exploratory Well System

**WACS ID No.:** 103030  
**Permit ID No.:** 0346637-001-UC/1EX  
**Date:** March 6, 2017

## Specific Conditions

### **I. GENERAL REQUIREMENTS**

1. This permit is for Waste Management of Leon County, Inc. to construct one Class V exploratory well (IW-1), and one dual zone monitor well (DZMW-1), to determine the feasibility of deep well disposal of non-hazardous landfill leachate generated at the Springhill facility. The exploratory well permit does not allow injection into the well or disposal of leachate. This permit does not authorize the construction or operational testing of any other well or wells. *[62-528.440(2)(a)]*
2. No underground injection is allowed that causes or allows movement of fluid into an underground source of drinking water (USDW) if such fluid movement may cause a violation of any Primary Drinking Water Standard or may otherwise affect the health of persons. *[62-528.440(2)(c)]*
3. In the event a well must be plugged or abandoned, the permittee shall obtain a permit from the Department as required by Chapter 62-528, Florida Administrative Code. When no longer used for their intended purpose, these wells shall be properly plugged and abandoned. Within 180 days of well abandonment, the permittee shall submit to the Department the proposed plugging method, pursuant to Rule 62-528.460, F.A.C. *[62-528.435(6) and 62-528.460(1)]*

### **II. SITE REQUIREMENTS**

1. A drilling pad shall be provided to collect spillage of contaminants and to support the heaviest load that will be encountered during drilling. *[62-528.410(9)(b)]*
2. No drilling operations shall begin without an approved disposal site for drilling fluids, cuttings, or waste. It shall be the permittee's responsibility to obtain the necessary approval(s) for disposal prior to the start of construction. A detailed disposal plan shall be submitted to the Department prior to the commencement of drilling activities for the exploratory and monitoring wells. *[62-528.410(9)(a)]*
3. Specific drilling pad dimensions and design drawings for Department record shall be provided prior to commencing construction and shortly after selection of the drilling contractor. *[62-528.410(9)(b)]*
4. The water table monitoring wells surrounding the well pads shall be sampled and analyzed prior to drilling the exploratory or monitoring wells and then weekly thereafter upon the beginning of drilling operations. Sampling shall include specific conductance (umhos/cm), pH (standard units), chloride (mg/L), temperature (C), and water level (feet or PSI). *[62-528.410(9)(b)]*

**PERMITTEE:** Mr. David Myhan, Vice President  
Waste Management of Leon County, Inc.  
Class V Exploratory Well System

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**Date:** March 6, 2017

5. Hurricane Preparedness – Upon the issuance of a “Hurricane Watch” by the National Weather Service, the preparations to be made include but are not necessarily limited to the following:
  - a. Secure all on-site salt and stockpiled additive materials to prevent surface and/or groundwater contamination.
  - b. Properly secure drilling equipment and rig(s) to prevent damage to well(s) and on-site treatment process equipment.

*[62-528.307(1)(f)]*

### **III. CONSTRUCTION AND TESTING REQUIREMENTS**

#### **A. General**

1. Any construction, modification, repair, or abandonment of a well shall be performed by a Florida licensed water well contractor, licensed under Chapter 62-532, F.A.C., to engage in the business of construction, modification, repair, or abandonment of a well. *[62-532.200]*
2. Well construction shall follow the requirements of Rule 62-532.500 for Water Well Construction Standards. *[62-532.500]*
3. The measurement points for drilling and logging operations shall be surveyed and referenced to the North American Vertical Datum of 1988 (NAVD 88) prior to the onset of drilling activities for the exploratory and monitoring wells. *[62-160.240(3)(b)3.]*
4. Blow-out preventers or comparable flow control devices shall be installed on the exploratory and monitoring wells prior to penetration of the Floridan aquifer system. *[62-528.410(9)(c)]*
5. The Department shall be notified 7 days prior to the mobilization of drilling operations to the site. *[62-528.430(1)]*
6. Waters spilled during construction or testing of the exploratory well system shall be contained and properly disposed. *[62-528.307(1)(e) and (f), and 62-528.410(9)(b)]*
7. If additives that were not approved in the permit application are used during grouting, for lost circulation, or for any other reason, information on their properties shall be submitted to the Department prior to their use for review and approval. *[62-528.410(5)(c)]*
8. No more than 6% bentonite gel shall be used to cement any casing or tubing unless advance approval is received from the Department due to conditions found during the drilling and logging of the well. *[62-528.410(5)(f) and 62-528.420(5)(c)]*

#### **B. Evaluation and Testing**

1. The construction, geophysical logging, and packer testing programs shall be implemented in accordance with this permit and as proposed in the following submittals:

**PERMITTEE:** Mr. David Myhan, Vice President  
Waste Management of Leon County, Inc.  
Class V Exploratory Well System

**WACS ID No.:** 103030  
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**Date:** March 6, 2017

- August 15, 2016, “Well Construction Application”; revised February 27, 2017
- January 13, 2017, Response to RAI;
- Other approved submittals received by the Department

*[62.528.307(1)(b)]*

2. Exact depths of casing seats and monitoring intervals shall be determined based on field conditions and the results obtained during the construction and testing program, and are subject to the conditions of this permit. The exploratory well will be constructed first followed by the monitoring wells. *[62-528.410(4)(c)]*
3. Packer tests shall be conducted in both exploratory and monitoring wells to identify confinement and the base of the USDW.
  - a. The program shall include the number of packer tests identified in the permit application, at intervals which are to be field determined.
  - b. At least one packer test shall be conducted in each proposed monitoring interval.
  - c. Results from the packer tests will contribute to the demonstration of confinement. To the extent feasible, the packer tests shall be performed over intervals that are sufficiently narrow so as not to include high hydraulic conductivity beds.
  - d. Water samples shall be collected from each packer test, and analyzed for total dissolved solids (TDS), chlorides, specific conductance, ammonia, total Kjeldahl nitrogen, and sulfate.

*[62-528.405(1)(a) and (2)(a), and 62-528.420(6)(f)]*

4. Department approval is required prior to the following stages of construction and testing:
  - a. Intermediate (30-inch) casing seat in the exploratory well
  - b. Final (20-inch) casing seat in the exploratory well
  - c. Final seat for tubing and packer in the exploratory well
  - d. Use of perforations or well screen in completion of the exploratory well
  - e. Use of well stimulation on perforated or screened intervals
  - f. Intermediate (16-inch) casing seat in monitoring well
  - g. Final (6-inch) casing seat in monitoring well
  - h. Monitoring zone selection
  - i. Short-term injection test

*[62-528.410(4)(c) and 62-528.420(4)(c)]*

5. The depth of the USDW and the background water quality of the monitoring zones shall be determined during drilling and testing using the following information:
  - a. Water samples from packer test data with analysis and interpretation.
  - b. Geophysical logging upon reaching the total depth of the appropriate pilot hole interval including the following logs at a minimum: caliper, gamma ray, dual induction, and borehole compensated sonic. Other logs as identified in the permit application documents shall be run.

*[62-528.405(1)(a) and 62-528.405(3)(b)]*

**PERMITTEE:** Mr. David Myhan, Vice President  
Waste Management of Leon County, Inc.  
Class V Exploratory Well System

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6. Prior to beginning construction on the monitor well(s), the permittee shall submit a revised plan to construct and test the well(s) based on the findings in the exploratory well. Depths and casings indicated on page 2 of this permit shall be adjusted accordingly. [62-528.425(1)(g)4.]
7. The data and analysis supporting the selection of the monitoring intervals shall be submitted to the Department after the collection, interpretation, and analysis of all pertinent cores, geophysical logs, packer tests and analysis of fluid samples. The Department shall approve the final selection of the specific upper and lower monitoring intervals prior to monitor well completion. [62-528.420(4)(c)]
8. To identify the upper and lower monitoring zones, the following information from the exploratory and monitoring wells and all available on-site sources of data shall be analyzed, interpreted and submitted for Department review and approval:
  - a. Borehole televiewer or downhole television survey.
  - b. The characteristics of the transition zone (especially regarding TDS) in the vicinity of the base of the USDW.
  - c. Packer test data including water quality (TDS, chlorides, sulfate, specific conductance, ammonia, and total Kjeldahl nitrogen, at a minimum).
  - d. The specific capacity of the proposed upper and lower monitoring zones based on packer testing results.
  - e. The identification of the base of the USDW.[62-528.420(4)(c)]
9. Confinement shall be demonstrated using at a minimum, directly measured lithologic properties, geophysical evidence, and tests performed while pumping the formation. [62-528.405(2)(c)]
10. Test results pertaining to formation testing shall include and/or specifically reference the following informational and quality control items:
  - a. Information that documents the calibration of tools, including field checks prior to testing.
  - b. The conditioning/development of the borehole prior to logging, including the techniques used and the time periods in which they were applied, and
  - c. Pertaining to packer/pump testing - recording the pumping rate regularly throughout the test to account for possible variations in the pumping rate, and providing information regarding the detection of packer leaks, if any, during testing.[62-528.405(2) and (3)]
11. Representative samples of circulation fluid shall be collected when drilling with water, air, or reverse air during the drilling of the pilot holes of exploratory and monitoring wells. Representative samples of circulation fluid shall be collected at a minimum of every 90 feet during drilling. The circulation fluid samples shall be analyzed for chloride and specific conductance at a minimum. [62-528.405(1)(a), 62-528.420(6)(g)]

**PERMITTEE:** Mr. David Myhan, Vice President  
Waste Management of Leon County, Inc.  
Class V Exploratory Well System

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12. At sites where previous injection has occurred, the representative samples of circulation fluid below the intermediate 30-inch casing in the exploratory well(s) shall be analyzed for TDS, chloride, sulfate, specific conductance, ammonia, and total Kjeldahl nitrogen, at a minimum. *[62-528.405(2)(c) and (3)(b)]*
13. If effluent is encountered or suspected during pilot hole drilling and testing, the Department shall be notified immediately by telephone and in writing and immediate appropriate precautionary measures shall be taken to prevent any upward fluid movement. *[62-528.440(2)(d)]*

### **C. Mechanical Integrity**

1. Mechanical Integrity.
  - a. Injection is prohibited until the permittee affirmatively demonstrates that the well has mechanical integrity and a construction permit has been applied for and issued for a Class I injection well. Note that for this Class V exploratory well, injection of wastewater is not allowed even after demonstrating mechanical integrity.
  - b. If the Department determines that the potential injection well lacks mechanical integrity, written notice shall be given to the permittee.  
*[62-528.307(2)(f)]*
2. Mechanical integrity of each potential injection well shall be determined pursuant to Rule 62-528.300(6)(b) and (c), F.A.C. For wells with a fluid-filled casing/tubing annulus, this includes both continuous annular monitoring and a pressure test of the casing/tubing annulus every 5 years. *[62-528.300(6)(b) and (c)]*
3. Verification of pressure gauge calibration must be provided to the Department representative at the time of the test and in the certified test report. *[62-528.300(6)(f)]*
4. The Department's Northwest District office must be notified a minimum of seventy-two (72) hours prior to all testing for mechanical integrity on the exploratory well. Any change in the approved testing procedure must be approved by the Department before testing begins. All testing must be initiated during daylight hours, Monday through Friday other than State Holidays, unless approval has been given by the Department. An evaluation of test results must be submitted with all test data. *[62-528.300(6)(f)]*

### **D. Surface Equipment**

1. The integrity of the monitoring zone sampling systems shall be maintained at all times. Sampling lines shall be clearly and unambiguously identified by monitoring zone at the point at which samples are drawn. All reasonable and prudent precautions shall be taken to ensure that samples are properly identified by monitoring well name or zone and that samples obtained are representative of those zones. Sampling lines and equipment shall be kept free of contamination with independent discharges and no interconnections with any other lines. *[62-528.307(1)(f) and 62-528.307(2)(b)]*

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2. The surface equipment and piping for the potential injection and monitoring wells shall be kept free of corrosion at all times. *[62-528.307(1)(f) and 62-528.307(2)(b)]*
3. Spillage onto the exploratory or monitor well pad(s) during construction activities, and any waters spilled during mechanical integrity testing, maintenance, testing, or repairs to the system(s) shall be contained on the pad(s) and discharged to an approved means of disposal. *[62-528.307(1)(f) and 62528.307(2)(b)]*
4. After well construction activities are complete, the well pads are not, unless specific approval is obtained from the Department, to be used for storage of any material or equipment at any time. *[62528.307(1)(f) and 62-528.307(2)(b)]*
5. Four surficial aquifer monitoring wells, identified as Pad Monitoring Wells (PMWs), shall be located near the corners of the pads to be constructed for the exploratory and monitoring wells, and shall be identified by number or pad location, i.e. NW, NE, SW, and SE. If located in a traffic area the well head(s) must be protected by traffic bearing enclosure(s) and cover(s). Each cover must lock and be specifically marked to identify the well and its purpose. The PMWs shall be sampled as follows:
  - a. During the construction and associated testing phases, the PMWs shall be sampled weekly for chlorides (mg/L), specific conductance ( $\mu\text{mho}/\text{cm}$  or  $\mu\text{S}/\text{cm}$ ), field temperature, and water level relative to the North American Vertical Datum of 1988 (NAVD 88). Initial PMW analyses shall be submitted prior to the onset of drilling activities.
  - b. The PMWs shall also be sampled for total dissolved solids (mg/L) during the first four weeks of PMW sampling and at all times when specifically requested by the Department.
  - c. The results of the PMW analyses shall be submitted to the Department in the weekly progress report. The PMWs shall be retained in service throughout the construction phase of the project. Upon completion of construction, the permittee may submit a request to the Department for cessation of sampling followed by capping, or plugging and abandonment of these wells.

*[62-528.410(9)(b)]*

#### **IV. QUALITY ASSURANCE/QUALITY CONTROL**

1. The permittee shall ensure that the construction of this exploratory well system shall be as described in the application and supporting documents. Any proposed modifications to the permit, construction procedures, testing procedures, completion procedures, or any additional work not described in the application or supporting documents shall be submitted in writing to the Tallahassee office of the Aquifer Protection Program for review and clearance prior to implementation. Changes of negligible impact to the environment and staff time will be reviewed by the program manager, cleared when appropriate and incorporated into this permit. Changes or modifications other than those described above

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will require submission of a completed application and appropriate processing fee as per Rule 62-4.050, F.A.C. [62-528.100, 62-4.050]

2. Proper operation and maintenance include effective performance and appropriate quality assurance procedures; adequate operator staffing and training; and adequate laboratory and process controls. [62-528.307(2)(b)]
3. All water quality samples required by this permit shall be collected in accordance with the appropriate Department Standard Operation Procedures (SOP), pursuant to Chapter 62-160, F.A.C., Field Procedures. A certified laboratory shall conduct the analytical work, as provided by Chapter 62-160, F.A.C., Laboratory Certification. Department approved test methods shall be utilized, unless otherwise stated in this permit. All calibration procedures for field testing and laboratory equipment shall follow manufacturer's instrumentation manuals and satisfy the requirements of the Department SOPs. A listing of the SOPs pertaining to field and laboratory activities is available at the FDEP website at: <http://www.dep.state.fl.us/water/sas/sop/sops.htm>.  
[62-4.246, 62-160]
4. All reports submitted to satisfy the requirements of this permit shall be signed by a person authorized under Rule 62-528.340(1), F.A.C., or a duly authorized representative of that person under Rule 62-528.340(2), F.A.C. All reports required by this permit which are submitted to the Department shall contain the following certification as required by Rule 62-528.340(4), F.A.C.:  

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

[62-528.340(1), (2), and (4)]
5. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Northwest District Office, 160 Government Street, Suite 308, Pensacola, Florida 32502-5740 as being more representative of ground water conditions. [62-520.310(5)]
6. A professional engineer registered pursuant to Chapter 471, F.S., shall be retained throughout the construction period to be responsible for the construction operation and to certify the application, specifications, completion report, and other related documents. The Department shall be notified immediately of any change of engineer. [62-528.440(5)(b)]



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7. Continuous on-site supervision by qualified personnel (engineer and/or geologist, as applicable) is required during all testing and geophysical logging operations. [62-528.440(5)(b)]

## V. REPORTING REQUIREMENTS

1. The drilling and construction schedule, site layout of drilling pad, and pad monitoring well locations shall be submitted to the Department during site preparation but prior to drilling operation commencement for the exploratory well system. [62-528.430(2)(a)]
2. Weekly progress reports shall be submitted to the Department's Tallahassee and Northwest District offices throughout the construction period for each well. These reports, which may be submitted by electronic mail, shall be submitted within 48 hours of the end of the period of record and shall include at a minimum the following information:
  - a. A cover letter summary of the daily engineer report, driller's log, and a projection for activities in the next reporting period.
  - b. Daily engineer's reports and driller's/work logs with detailed descriptions of all drilling progress, cementing, testing, logging, and casing installation activities.
  - c. Description of daily footage drilled by diameter of bit, size of hole opener, or reamer being used.
  - d. Collection of drilling cuttings every 10 feet and at every formation change.
  - e. Description of work during installation and cementing of casing, including amounts of casing and cement used. Details of cementing operations shall include the number of cementing stages, and the following information for each stage of cementing: the volume and type of cement pumped, the theoretical fill depth, and the actual tag depth. From both the physical tag and the geophysical logs, a percent fill shall be calculated. An explanation of any deviation between actual versus theoretical fill shall be provided.
  - f. Details of the additions of salt or other materials to suppress well flow, including the date, depth, and amount of material used.
  - g. Description of testing accomplished including (but not limited to) pumping and packer tests.
  - h. Lithologic logs and core descriptions with cuttings description, formation and depth encountered.
  - i. Geophysical logs, video logs, and deviation survey results.
  - j. Water quality analyses, including but not limited to the weekly water quality analysis and water levels for the PMWs.
  - k. Well development records.
  - l. Description of any construction problems that developed during the reporting period and current status.
  - m. Interpretations included with all test results and logs submitted.
  - n. Documentation of disposal of drilling fluids, cuttings, formation water, or waste as per specific condition II.2.

[62-528.410(9)(a) and 62-528.430(1)]

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3. The final selection of specific potential injection and monitoring intervals must be approved by the Department. In order to obtain an approval, the permittee shall submit a written request to the Department's Tallahassee office. All casing seat requests for the exploratory and monitoring wells shall be accompanied by technical justification. To the extent possible, each casing seat request should address the following items:
  - a. Lithologic and geophysical logs with interpretations, as the interpretations relate to the casing seat.
  - b. Water quality data (including but not necessarily limited to TDS concentrations).
  - c. Identification of confining units, including hydrogeologic data and interpretations.
  - d. Identification of monitoring zones.
  - e. Casing depth evaluation (mechanically secure formation, potential for grout seal).
  - f. Lithologic drilling rate and weight on bit data, with interpretations (related to the casing seat).
  - g. Identification of the base of the USDW using water quality and geophysical log interpretations.
  - h. A certified (P.E. or P.G.) evaluation of all logging and test results submitted with test data.
  - i. Transmissivity or specific capacity of proposed monitoring zone.
  - j. Packer test drawdown curves and interpretation.

*[62-528.410(4)(c), 62-528.420(4)(c)]*

4. Upon completion of analysis of cores and sample cuttings recovered during the construction of wells covered by this permit (when no longer needed by the well owner), the permittee shall contact the Florida Geological Survey (FGS) Geological Sample Acquisition and Management Section to arrange for the transfer of the cores and cuttings. The FGS shall also be contacted to arrange for the collection of 100 ml water samples, with nitric acid preservative for metal analysis, at the end of each packer test (where sufficient water is available) and aquifer background sample collection events.

*[62-528.450(5)]*

5. All cores, cuttings, and water samples for FGS shall be shipped to the Florida Geological Survey, Geological Sample Acquisition and Management Section, 3915 Commonwealth Boulevard, Tallahassee, Florida 32399. All cores and samples shall clearly identify the site name, well name/number, depths of samples/cores, and the latitude/longitude location of the well(s) using the form in this permit. *[62-528.450(5)]*

6. A final report of the construction and testing of the exploratory and monitoring wells shall be submitted no later than 120 days after the wells are completely constructed or with the Class I construction permit application, pursuant to Rule 62-528.430(1)(e), F.A.C. In addition, a copy of the cover letter for the report shall be sent to the U. S. Environmental Protection Agency, Region 4, UIC program, 61 Forsyth St. SW, Atlanta, GA 30303-8909, or R4\_gwuic@epa.gov. This report shall include as a minimum, definitions of the injection interval, all relevant confining units, the depth of the base of the USDW, and all monitoring zones, including all relevant data and interpretations.

*[62-528.450(5)]*

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## VI. ABNORMAL EVENTS

1. In the event the permittee is temporarily unable to comply with any of the conditions of a permit due to breakdown of equipment, power outages or destruction by hazard of fire, wind, or by other cause, the permittee of the facility shall notify the Northwest District office. *[62-528.415(4)(a)]*
2. Notification shall be made in person, by telephone, or by electronic mail (e-mail) within 24 hours of breakdown or malfunction to the Northwest District office. *[62-528.307(1)(x)]*
3. A written report of any noncompliance referenced in Specific Condition VII 1. above shall be submitted to the Northwest District office and the Tallahassee office within five days after its occurrence. The report shall describe the nature and cause of the breakdown or malfunction, the steps being taken or planned to be taken to correct the problem and prevent its reoccurrence, emergency procedures in use pending correction of the problem, and the time when the facility will again be operating in accordance with permit conditions. *[62-528.415(4)(b)]*

### General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to section 403.141, F.S. *[62528.307(1)(a)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action. *[62-528.307(1)(b)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit. *[62528.307(1)(c)]*
4. This permit conveys no title to land, water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-528.307(1)(d)]*
5. This permit does not relieve the permittee from liability for harm to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties there from; nor does it allow the permittee to cause

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pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. [62-528.307(1)(e)]

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, or are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules. [62-528.307(1)(f)]
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
  - a. Have access to and copy any records that must be kept under conditions of this permit;
  - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
  - c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
  - d. Reasonable time will depend on the nature of the concern being investigated.[62-528.307(1)(g)]
8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance; and
  - b. The period of noncompliance, including dates and times; or, if not corrected the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent the recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.[62-528.307(1)(h)]
9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is proscribed by sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules. [62-528.307(1)(i)]

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10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. *[62-528.307(1)(j)]*
11. This permit is transferable only upon Department approval in accordance with rules 62-4.120 and 62-528.350, F.A.C. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department. *[62-528.307(1)(k)]*
12. This permit or a copy thereof shall be kept at the work site of the permitted activity. *[62528.307(1)(l)]*
13. The permittee shall comply with the following:
  - a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records shall be extended automatically unless the Department determines that the records are no longer required.
  - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
  - c. Records of monitoring information shall include:
    - i. the date, exact place, and time of sampling or measurements;
    - ii. the person responsible for performing the sampling or measurements;
    - iii. the dates analyses were performed;
    - iv. the person responsible for performing the analyses;
    - v. the analytical techniques or methods used;
    - vi. the results of such analyses.
  - d. The permittee shall furnish to the Department, within the time requested in writing, any information which the Department requests to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
  - e. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

*[62-528.307(1)(m)]*

14. All applications, reports, or information required by the Department shall be certified as being true, accurate, and complete. *[62-528.307(1)(n)]*

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15. Reports of compliance or noncompliance with, or any progress reports on, requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each scheduled date. *[62-528.307(1)(o)]*
16. Any permit noncompliance constitutes a violation of the Safe Drinking Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. *[62-528.307(1)(p)]*
17. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-528.307(1)(q)]*
18. The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit. *[62-528.307(1)(r)]*
19. This permit may be modified, revoked and reissued, or terminated for cause, as provided in 40 C.F.R. sections 144.39(a), 144.40(a), and 144.41 (1998). The filing of a request by the permittee for a permit modification, revocation or reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. *[62-528.307(1)(s)]*
20. The permittee shall retain all records of all monitoring information concerning the nature and composition of injected fluid until five years after completion of any plugging and abandonment procedures specified under rule 62-528.435, F.A.C. The permittee shall deliver the records to the Department office that issued the permit at the conclusion of the retention period unless the permittee elects to continue retention of the records. *[62-528.307(1)(t)]*
21. All reports and other submittals required to comply with this permit shall be signed by a person authorized under rules 62-528.340(1) or (2), F.A.C. All reports shall contain the certification required in rule 62-528.340(4), F.A.C. *[62-528.307(1)(u)]*
22. The permittee shall notify the Department as soon as possible of any planned physical alterations or additions to the permitted facility. In addition, prior approval is required for activities described in rule 62-528.410(1)(h). *[62-528.307(1)(v)]*
23. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or injection activity which may result in noncompliance with permit requirements. *[62-528.307(1)(w)]*
24. The permittee shall report any noncompliance which may endanger health or the environment including:
  - a. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water; or

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- b. Any noncompliance with a permit condition or malfunction of the injection system which may cause fluid migration into or between underground sources of drinking water.

Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

*[62-528.307(1)(x)]*

Executed in Tallahassee, Florida.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 2017  
STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

Draft

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Joseph Haberfeld  
Environmental Administrator  
Aquifer Protection Program  
Division of Water Resource Management

FACT SHEET  
Waste Management Springhill Exploratory Well  
Application No. 0346637-001-UC/1EX  
WACS ID # 103030  
February 23, 2017

Construction permit for one Class V, exploratory well (IW-1), and an associated dual-zone monitor well (DZMW-1), in order to obtain hydrologic and geologic information to determine the design criteria and feasibility of using an injection well system to dispose of non-hazardous landfill leachate generated at the Waste Management Springhill Regional Landfill located in Jackson County. However, no injection is allowed by this proposed Class V exploratory well permit.

1. General Information

A. Statutory Basis For Requiring/Issuing Permit

The Department has permitting jurisdiction under Chapter 403, Florida Statutes (F.S.), and the rules adopted thereunder. The project is not exempt from permitting procedures. The Department has determined that an exploratory well permit is required for the project.

B. Name and Address of Applicant

Mr. David Myhan  
Vice President  
Waste Management of Leon County, Inc.  
4945 Highway 273  
Campbellton, Florida 32426

Name and Address of Facility

Springhill Regional Landfill  
4945 Highway 273  
Campbellton, Florida 32426  
Jackson County

C. Description of Applicant's Proposed Operation

To construct one Class V exploratory well (IW-1), and one dual zone monitor well (DZMW-1), to determine the feasibility of deep well disposal of non-hazardous landfill leachate generated at the Springhill facility. The exploratory well permit does not allow injection into the well or disposal of leachate. A future Class I injection well application for construction and testing is required before injection and operational testing after the exploratory well phase. The projected daily average volume of leachate expected to be injected is approximately 0.15 million gallons per day (MGD). However, the design capacity of the well is expected to be able to meet a maximum daily flow rating of 1.74 MGD during operation. The potential injection interval is to be completed into the lower Tuscaloosa formation from 3,450 to 3,700 feet below land surface (bls). DZMW-1 will be constructed to monitor the depths of 650 to 750 feet bls (upper zone) and 1,150 to 1,250 feet bls (lower zone), subject to findings in the exploratory phase.



D. Permitting History of this Facility

No previous history. Application number 0346637-001-UC/1EX was designated on August 15, 2016, for the permit evaluation for the construction of one exploratory well.

E. Documents Used in Permitting Decision

1. AECOM, "Springhill Regional Landfill Class V Exploratory Well Construction Application," dated August 15, 2016, revised and resubmitted February 27, 2017.
2. AECOM, Response to Request for Additional Information submitted November 16, 2016.
3. AECOM, "Additional information submitted – Written comments to FDEP from December 19, 2016 meeting," dated January 20, 2017.
4. AECOM, February 22, 2017 response to FDEP comments.

2. Reasons Permit May Be Issued

A. Area of Review (Rule 62-528.300(4), Florida Administrative Code {F.A.C.})

The proposed location of IW-1 is latitude 30°55'25.593"N, longitude 85°26'4.887"W. A 1-mile radius from the exploratory well location was utilized for the area of review (AOR), which located wells on a map and listed pertinent well information on a table included in the permit application. There were no mines, sinkholes or improperly abandoned wells identified in the AOR. *See Document 1.*

B. Mechanical Integrity Demonstration (Rule 62-528.300(6), F.A.C.)

Mechanical Integrity Testing (MIT) will be conducted on IW-1 by installing a temporary inflatable packer at the base of the 8-inch FRP casing and pressure testing to at least 500 psi. A radioactive tracer test and temperature survey will also be conducted. *See Document 2.*

C. Confinement (Rule 62-528.405(2), F.A.C.)

Demonstrated through water quality tests, formation sampling, two to four 10-foot barrel rock cores, straddle packer testing, and geophysical logs (X-Y caliper, gamma ray, borehole compensated sonic, dual induction and temperature). The Black Warrior River confining unit (including the chinks of the Selma Group), situated above the injection zone will be selected for evaluation as a confining unit between the injection zone and the lowermost Underground Source of Drinking Water (USDW). The zone of confinement is expected to occur between approximately 1,960 and 3,450 feet below land surface (bls). Primary confinement is expected to occur between 2,800 feet bls and 3,450 feet bls. *See Document 1 and 2.*

Monitor well DZMW-1 will monitor the zone below the base of the USDW to alert if there is movement of fluids out of the injection zone. *See Documents 1 and 2.*

D. Injection Zone Testing (Rule 62-528.405(3), F.A.C.)

Performed through water quality testing, formation sampling, geophysical logs (caliper, gamma ray, dual induction, borehole televiewer, borehole compensated sonic,

pumping and static flowmeter, pumping and static temperature, pumping and static fluid resistivity, and downhole radial view color television survey under pumping and static flowing conditions), core samples, straddle packer testing, and long and short term injection testing. Cores will be taken to assess the hydrology of the injection interval. Straddle packer tests will be conducted to assess the hydrology of the injection interval. The proposed injection zone is within the Tuscaloosa Group. The lithology is a very fine grained, well sorted, clean, poorly cemented quartz sand occurring between approximately 3,450 and 3,700 feet bls. *See Documents 1 and 2.*

E. Underground Source of Drinking Water (USDW) (Rule 62-528.405(1)(a), F.A.C.)

The exact depth of the base of the USDW and the characteristics of the monitor zones will be evaluated by lithologic sampling at 10 foot intervals, water quality sampling during reverse air drilling, coring, geophysical logging (caliper, gamma ray, dual induction, borehole televiewer, borehole compensated sonic, pumping and static flowmeter, pumping and static temperature, pumping and static fluid resistivity, and downhole radial view color television survey under pumping and static flowing conditions), and straddle packer testing. Straddle packer tests will be performed to determine the base of the USDW, water quality, and possible monitor intervals. *See Documents 1, 2 and 3.*

The base of the lowermost USDW (10,000 mg/L total dissolved solids (TDS) interface) is estimated to occur in the Blackwater River aquifer at this site at a depth of approximately 2,800 feet bls. *See Document 1.*

F. Well Construction

Casing program for injection well IW-1 (all casings and liner new and cemented to land surface. *See Documents 1 and 2.*

48" OD (0.375" thick) steel casing set to 40 feet bls  
40" OD (0.375" thick) steel casing set to 350 feet bls  
30" OD (0.375" thick) steel casing set to 1,960 feet bls  
20" OD (0.5" thick) steel casing set to 3,450 feet bls  
9" OD (0.3" thick) FRP tubing set to 2,950 feet bls  
7" FRP NPT packer joint set to 2,950 feet bls  
7.625" OD (0.6" thick) grade 2205 corrosion resistant stainless steel tubing set to 3,700 feet bls  
7.625" OD (1.0" thick) Schedule 80 stainless steel sump set to 4,100 feet bls  
A potential injection zone will be established in the 7.63" OD grade 2205 corrosion resistant stainless steel between the interval of 3,450 and 3,700 feet bls using either perforations or stainless steel wire wrapped screen.

Casing program for dual zone monitor well DZMW-1 (all casings new, unused steel or FRP, cemented to land surface, except the 6-inch FRP which has an uncemented zone for monitoring). Final design may be altered based on the findings in the exploratory well phase. *See Document 2.*

36" OD (0.375" thick) steel casing set to 40 feet bls  
26" OD (0.375" thick) steel casing set to 350 feet bls  
16" OD (0.95" thick) FRP set to 650 feet bls  
Upper Monitor Zone 650 to 750 feet bls  
6" OD (0.77" thick) FRP set to 1,150 feet bls

Lower Monitor Zone 1,150 to 1,250 feet bls

G. Monitor Plan (Rule 62-528.425(1), F.A.C.)

Monitor well DZMW-1 will be located approximately 105 feet northeast of IW-1. The upper monitor interval will be at 650 to 750 feet bls (Clayborn/Pearl River Aquifer). The lower interval will be from 1,150 to 1,250 feet bls (Salt Mountain formation). The two intervals are expected to be within the USDW. Monitoring parameters for a future Class I injection well project will be addressed in the application and permit for the Class I well. *See Document 2.*

H. Financial Responsibility (Rules 62-528.435(9) and 62-528.455(3)(b)8. and (c)3., F.A.C.)

Not required for a Class V exploratory well by Chapter 62-528, F.A.C.

I. Emergency Disposal (Rule 62-528.455(1)(d), F.A.C.)

Not required for a Class V exploratory well by Chapter 62-528, F.A.C.

3. Agency Action

A draft permit shall be issued as per rule 62-528.310, F.A.C.

4. Public Rights (Rules 62-528.310, 62-528.315, 62-528.325, F.A.C.)

Public notice of this draft permit will include the details of a public meeting, or will state that any interested person may request a public meeting within 30 days of the public notice. A request for a public meeting shall be in writing and shall state the nature of the issues proposed to be raised at the meeting. If a public meeting is later scheduled, there will be another 30-day notice period for that meeting. Any interested person may submit written comments on the draft permit within 30 days of the public notice or through the public meeting date, as appropriate. Written comments or a public meeting request may be submitted to the Department of Environmental Protection, Aquifer Protection Program, 2600 Blair Stone Road, MS 3530, Tallahassee, Florida 32399-2400. All comments received within the 30 day period and through the public meeting date will be considered in formulation of the Department's final decision regarding permit issuance.

After the conclusion of the public comment period and public meeting described above the Department may revise the conditions of the permit based on such public comment. Then the applicant will publish Notice of the Proposed Agency Action. A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing). Accordingly, the Department's final action may be different from the position taken by it in the Notice of the Proposed Agency Action. The petition must conform to the requirements specified in the Notice and be filed (received) within 14 days of publication of the Notice in the Office of General Counsel, M.S. 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The failure of any person to file a Petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative (hearing) under Section 120.569 and Section 120.57 of the Florida Statutes, or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will only

be at the discretion of the presiding officer upon filing of a motion in compliance with Rule 28-106.205 of the Florida Administrative Code.

The application and draft permit are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at Department of Environmental Protection, Aquifer Protection Program, 2600 Blair Stone Road, Mail Station 3530, Tallahassee, Florida, 32399-2400, and Department of Environmental Protection, Northwest District Office, Suite 308, 160 W. Government Street, Pensacola, Florida 32502. Please contact Neil Campbell at 850.245.8612 for additional information concerning this project.

5. Agency Contact

Neil Campbell, Engineering Specialist III  
Aquifer Protection Program  
Florida Department of Environmental Protection  
2600 Blair Stone Road, MS 3530  
Tallahassee, Florida 32399-2400  
Phone: 850.245.8612

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**FDEP Underground Injection Control Program Sample From  
(Cores/Cuttings/Formation Water)**

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

Well Type (check one)  Class I  Class V  Exploratory  Monitoring

Date Collected: \_\_\_\_\_ Date sent to FGS: \_\_\_\_\_

Sample type (circle one):  Core  Cuttings  Formation Water

Preservative used—if formation water sample—(check one)  Nitric  N/A

Other (describe): \_\_\_\_\_

Datum and elevation: \_\_\_\_\_ Sample Interval: \_\_\_\_\_

Elevation method (check one):  Survey  USGS Quadrangle

Other (describe): \_\_\_\_\_

Sample Interval Drilling Method (check one):  Reverse Air  Mud Rotary  Sonic/Acoustic

Other (describe): \_\_\_\_\_

Well Coordinates \_\_\_\_\_ ° \_\_\_\_\_ ' \_\_\_\_\_ " N / \_\_\_\_\_ ° \_\_\_\_\_ ' \_\_\_\_\_ " W

Method (check one)  AGPS (hand held)  DGPS (GPS survey)  Map Derived

FDEP Permit Number: \_\_\_\_\_

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

Permittee (owner): \_\_\_\_\_

Facility Address: \_\_\_\_\_

Drilling Company: \_\_\_\_\_ Lead Driller: \_\_\_\_\_

Project Geologist: \_\_\_\_\_ Consulting Company: \_\_\_\_\_

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

November 28, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Agreement to a Property Conveyance from the Leon County School Board

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives Heather Peeples, Special Projects Coordinator

### **Statement of Issue:**

This agenda seeks Board approval of an agreement between Leon County and Leon County School Board (LCSB) to convey property owned by Leon County School Board (Miccosukee Park including the Concord School) to Leon County in fulfillment of the conservation easement requirement related to the construction of the Leon County School Board's Bus Transportation Facility.

### **Fiscal Impact:**

This item has a fiscal impact to the County. The cost for utilities and custodial services for the Concord School will be paid for through the existing Facilities Management Budget.

### **Staff Recommendation:**

Option #1: Approve the Agreement to Convey Property from the School Board of Leon County (Attachment #1).

## **Report and Discussion**

### **Background:**

At the October 25, 2011 meeting, the Board approved a Memorandum of Understanding (MOU) with the Leon County School Board (LCSB) for mitigation requirements related to a proposed school bus transportation maintenance facility (Attachment #2). Pursuant to the agreement, the School Board is required to identify an offsite property for the establishment and recording of a conservation easement associated with the construction of the LCSB's Compressed Natural Gas fueling facility.

Under the Land Development Code (LDC), the proposed improvements would have required LCSB to provide natural landscape areas on the site. However, due to the site configuration and lack of existing conservation features, the LDC would have required LCSB to plant trees that would eventually be removed to accommodate an expansion of the bus parking area contemplated in a later phase of the project. As a result, Development Support and Environmental Management (DSEM) staff worked with LCSB to identify alternative mitigation options that would allow LCSB to proceed with the proposed development while ensuring compliance with the LDC.

Ultimately, the MOU approved by the Board allowed LCSB to address the required landscaping and natural area provisions of the LDC off-site on property already owned by LCSB; however, to date no property has been identified. This collaborative and innovative solution for the mitigation requirements provided flexibility to defer the mitigation requirements to a later phase and also provided a cost savings to LCSB in the development of the site.

### **Analysis:**

The October 25, 2011 MOU requires LCSB to place land into a conservation easement as mitigation for the construction of the compressed natural gas fueling facility fronting Capital Circle NW. Since entering into the MOU, County and LCSB staff have worked together to identify property that is suitable to fulfill LCSB's mitigation obligations. The County Administrator and newly-elected LCSB Superintendent worked to develop the proposed resolution outlined in the attached Agreement to Convey Property from the School Board of Leon County. The Leon County School Board is scheduled to consider the property conveyance at their November 21, 2017 meeting (Attachment #3).

Per the Agreement, LCSB will convey the Miccosukee Community Park which includes the Old Concord School House, basketball courts, restrooms, playground and baseball fields to the County. In exchange for the conveyance of the Property, the County would place a covenant and restriction on County owned property identified in Exhibit C. The County land to be placed under Covenants and Restrictions is approximately 11.5 acres of the Lake Jackson shore-line that is adjacent to the newly, renovated Jackson View Landing facility. The restrictions serve to meet the objective of the Jackson View Landing Management Plan to provide for a "greenway perimeter" for Lake Jackson and passive recreational offerings. In addition, the designation complements the upland and floodplain habitat management efforts by the State, including but



not limited to the eco-passage, and assists in improving water quality in Lake Jackson by acquiring sensitive slopes and managing the site to minimize erosion. This area is also below the 100 year floodplain elevation, and as such, development is already precluded and/or heavily restricted. Placing this covenant does not restrict the County to utilize the land for future trail development.

Currently, the County owns property adjacent to the Miccosukee Community Park and while the County has invested in the construction and maintenance of the park, the park property has been leased from LCSB. The ball fields are currently used by the Miccosukee Little League. Given the County's significant investment in the property, the opportunity to own the property provides for a long term benefit to the County.

As previously directed by the Board, Planning staff has been in the process of performing a Sense of Place study for the Miccosukee community. Originally identified as a Strategic Initiative as part of the previous five year strategic plan, the preliminary study work was completed and a summary report was provided at the Board's December 13, 2016 meeting. At that time, staff anticipated a draft final report being provided to the Board in the Spring of 2017. Staff delayed finalizing the sense of place study upon commencement of discussions with LCSB for the acquisition of the Miccosukee property in early spring. Based on the proposal to acquire the Miccosukee Community Park, including the Old Concord School, this now provides a new opportunity for consideration as part of the Sense of Place initiative. Therefore, upon the County acquiring the property, Planning staff will re-engage with the Miccosukee community regarding finalizing a draft Sense of Place report.

As noted in previous agenda items, funding has not been allocated for the implementation phase of project ideas developed as part of the Sense of Place initiative. The final report to the Board on this initiative will contemplate future budget considerations. The Livable Infrastructure for Everyone (LIFE) program of the Blueprint 2020 sales tax extension may be a future source of funding for identified infrastructure improvements. Leon County Policy No. 16-6 governs the allocation of the LIFE proceeds and "sense of place amenities outside the Urban Services Area" is specifically noted as a potential eligible project. In addition, in anticipation of acquiring the Old Concord School, staff has started reviewing grant opportunities for potential future renovations of the facility, including the utilization of Community Development Block Grants (CDBG).

The FY2017 carry forward approved at the November 14, 2017 meeting included funding for the on-going repair and maintenance of county buildings. As noted in the previous agenda item, this project budget can be utilized to address any immediate and necessary repairs for the Concord School.

For the immediate future, the existing Miccosukee Community Center will continue to operate as normal. In addition, the Boys and Girls Club will continue to utilize the Old Concord School for their programming needs. Through the sense of place initiative, opportunities may arise to better coordinate the utilization and programming for these respective facilities.

**Options:**

1. Approve the Agreement to Convey Property from the School Board of Leon County (Attachment #1).
2. Do not approve the Agreement to Convey Property from the School Board of Leon County.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Agreement to Convey Property with the School Board of Leon County
2. October 25, 2011 Agenda Item and Agreement
3. November 21, 2017 Leon County School Board Agenda Item

**AGREEMENT TO CONVEY PROPERTY**

This Agreement to Convey (the “Agreement”) is entered into as of \_\_\_\_\_ by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”) and SCHOOL BOARD OF LEON COUNTY, FLORIDA, a public body corporate under the laws of the State of Florida (the “Board”).

**RECITALS**

**WHEREAS**, the Board is the owner in fee simple of the Real Property in Leon County, Florida set forth on Exhibit “A” (the “Property”) attached hereto and incorporated herein by reference.

**WHEREAS**, the Property is part of a park commonly known as Miccosukee Community Park and includes certain buildings, basketball courts, athletic fields and other improvements located thereon.

**WHEREAS**, the County owns real property adjacent to the Property that is also part of Miccosukee Community Park.

**WHEREAS**, the Board and the County commonly work together on the use and maintenance of athletic fields and public parks for the benefit of the general public in Leon County, Florida.

**WHEREAS**, the County and the Board entered into a Memorandum of Understanding (the “Memorandum”) on or about October 27, 2011, a true and correct copy of which is attached hereto as Exhibit “B”, related to the Board’s Bus Transportation Facility located in Leon County, Florida referenced in the Memorandum.

**WHEREAS**, the County would like to accept a conveyance of the Property from the Board and simultaneously place a covenant and restriction (“Covenant”) on the County owned

property identified on Exhibit "C" hereto (the "Covenant Property"), all in full satisfaction of any and all obligations of the Board under the Memorandum.

**WHEREAS**, the County and the Board agree that it will be in the public's best interest for the Board to convey the Property to the County to promote the use and maintenance of Miccosukee Community Park and encumber the Covenant Property to satisfy the Board's obligations under the Memorandum.

### **TERMS**

**NOW, THEREFORE**, in consideration of the agreements and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Board hereby agree, intending to be legally bound, as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Pursuant to this Agreement, the Board shall convey and the County shall accept the Board's right, title, and interest in the Property.
3. Except for the limited warranties of title expressly set forth in the Special Warranty Deed, this conveyance is "as is" and the Board makes no warranties as to the condition of the Property or status of title of the Property. County acknowledges to board that it has had full and sufficient opportunity to inspect the property prior to the effective date of this agreement and agrees that, having been given the opportunity to inspect the Property, as a material part of the consideration for the agreement, the conveyance of the Property is "as-is" with all faults, patent and latent, and without representation or warranty of any kind, express or implied, including without limitation any implied warranty of merchantability, habitability or fitness for a particular purpose, or warranties or representations as to matters of zoning, tax consequences, physical or environmental

conditions, property value, operating history, or any other matter or thing relating to or affecting the Property. County represents that it is relying solely on its own inspections and expertise and that of county's consultants, and upon closing, shall assume the risk of all adverse matters related to the Property whatsoever.

4. Within seven (7) days after the Effective Date, the Board shall furnish the County with a written commitment for the issuance of an owner's policy of title insurance on the Property (the "Title Commitment"), issued by Ausley & McMullen, P.A. ("Closing Agent") as title agent for a nationally recognized title insurance company ("Title Company"), together with copies of all recorded exceptions to title disclosed thereby. The Title Commitment shall show County as the proposed insured and shall show the Board as owner of the Property, subject to any exceptions so disclosed. The County shall have five (5) days following receipt of the Title Commitment within which to examine it and to furnish to the Board a written statement of any objections to title. Any title matters to which the County does not object within such time period, shall constitute "Permitted Exceptions" hereunder, and the County shall be conclusively deemed to have waived its right to object thereto. The Board shall have no obligation whatsoever to satisfy or cure any objections to title and may notify the County in writing that it is unwilling to cure the County's title objections, but shall have until the date of closing to satisfy such objections if it chooses to do so in its sole discretion. If the Board fails to satisfy all of the stated title objections by the date set for closing, the County may, at its option: (a) waive the title objections and proceed to close, in which case any title matters shall be deemed to have become "Permitted Exceptions" hereunder; or (b) terminate this Agreement, and, except as expressly provided to the contrary herein, the Board and the County shall have no further rights, obligations or duties hereunder, except that if the Board at any time delivers written notice to the

County that the Board is unwilling to cure the County's title objections, then the County shall be deemed to have elected (a) hereinabove if the County fails to notify the Board of its intent to terminate this Agreement within five (5) days after receipt of such notice from the Board. All the following shall be deemed to be "Permitted Exceptions" under this Agreement: taxes for the current year and subsequent years, not yet due and payable; any special assessments and those accruing hereafter; matters of any plat; any zoning and governmental restrictions; matters that would be disclosed by a survey of the Property; and any reservations, restrictions, dedications, limitations, restrictive covenants and other matters which is waived or deemed waived by the County pursuant to this Section.

5. The consummation of the transaction contemplated by this Agreement (the "Closing") shall occur on \_\_\_\_\_. Closing shall be held at the office of Closing Agent who will act as closing agent for this transaction. At Closing, the Board will deliver to the County an original Special Warranty Deed to the Property subject to the Permitted Exceptions, and the County will execute and record the Covenant on the Covenant Property. The Board and the County agree that any other such papers required by the title agent designated by the Board issuing the Title Commitment or as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the closing is consummated. The County shall pay (a) the documentary stamps on the Special Warranty Deed of the Property, (b) the costs of recording the Special Warranty Deed, (c) the cost of preparation of the Covenant; (d) the costs of recording the Covenant, including documentary stamps; (e) the fees of any counsel representing the County in connection with this transaction, (f) the Title Company's fee for the title examination and the Title Commitment, and (g) any settlement fee which may be charged by the Closing Agent. The Board shall pay the fees of any counsel

representing the Board in connection with this transaction. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same. County and City property taxes and any assessments on the Property (if any) will not be prorated at Closing, and the County will be responsible for the payment of 2017 ad valorem taxes and assessments, if any.

6. Upon conveyance of the Property to the County and recording of the Covenant on the Covenant Property at Closing, any and all obligations of the Board under the Memorandum, including without limitation, any and all obligations of the Board to (i) identify property to be utilized for the establishment of a Covenant for off-site mitigation for the Bus Transportation Facility project referenced in the Memorandum, (ii) conduct a natural features inventory on such identified property, (iii) specify the proposed site(s) selected for offsite mitigation for said Bus Transportation Facility, (iv) submit a duly executed and recorded Conservation Covenant, and (v) set aside or provide on-site or off-site mitigation or any other type of mitigation in connection with said Bus Transportation Facility, shall be deemed fully satisfied and in compliance with the issued Environmental Management Permit and Leon County Land Development Regulations related to the Bus Transportation Facility, and the County shall forever fully release and hold harmless the Board from any and all manner of action or actions, cause or causes of action, demands, controversies, rights, rights of action, liens, agreements, contracts, covenants, promises, obligations, suits, damages, claims, costs, expenses or any other manner of liability the County had, has, or hereafter may have upon or by reason of or in any manner resulting from the Memorandum specifically including but not limited to such (i) through (v) hereinabove.

7. Each party hereto represents and warrants that it has employed no brokers or real estate agencies in the creation of or the negotiations relating to this Agreement.

8. Neither this Agreement nor any interest hereunder shall be assigned or transferred by the County or the Board without the express written consent of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the Board and the County and their respective successors and assigns.

9. Time is of the essence of this Agreement.

10. This Agreement, together with Exhibit "A", Exhibit "B" and Exhibit "C" attached hereto and incorporated herein by reference, constitute the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

11. This Agreement shall become effective as a contract only upon the execution and delivery by both the County and the Board. The date of execution shall be entered on the top of the first page of this Agreement by the Board, and shall be the date on which the last party signed the Agreement, or as otherwise may be specifically agreed by both parties. Such date, once inserted, shall be established as the final day of ratification by all parties to this Agreement, and shall be the date for use throughout this Agreement as the "Effective Date". The "Effective Date" hereof shall be deemed to be the date of the last party's execution hereof. This Agreement may be executed by facsimile and in multiple counterparts, each of which shall be deemed for all purposes to be an original, but all of which shall constitute one and the same agreement. If any date herein set forth for the performance of any obligations by the Board or the County or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next



business day following such Saturday, Sunday or legal holiday. The term "Legal Holiday" means any federal holiday. This is intended to be a legally binding contract.

12. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof.

13. RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[REMAINDER OF PAGE INTENTIONALLY BLANK]  
[SIGNATURE PAGE FOLLOW]

LEON COUNTY, FLORIDA

LEON COUNTY SCHOOL BOARD

By: \_\_\_\_\_  
John E. Dailey, Chairman  
Board of County Commissioners

By: \_\_\_\_\_  
Georgia M. "Joy" Bowen, Chairman  
Leon County School Board

ATTEST:  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

ATTEST:

By: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

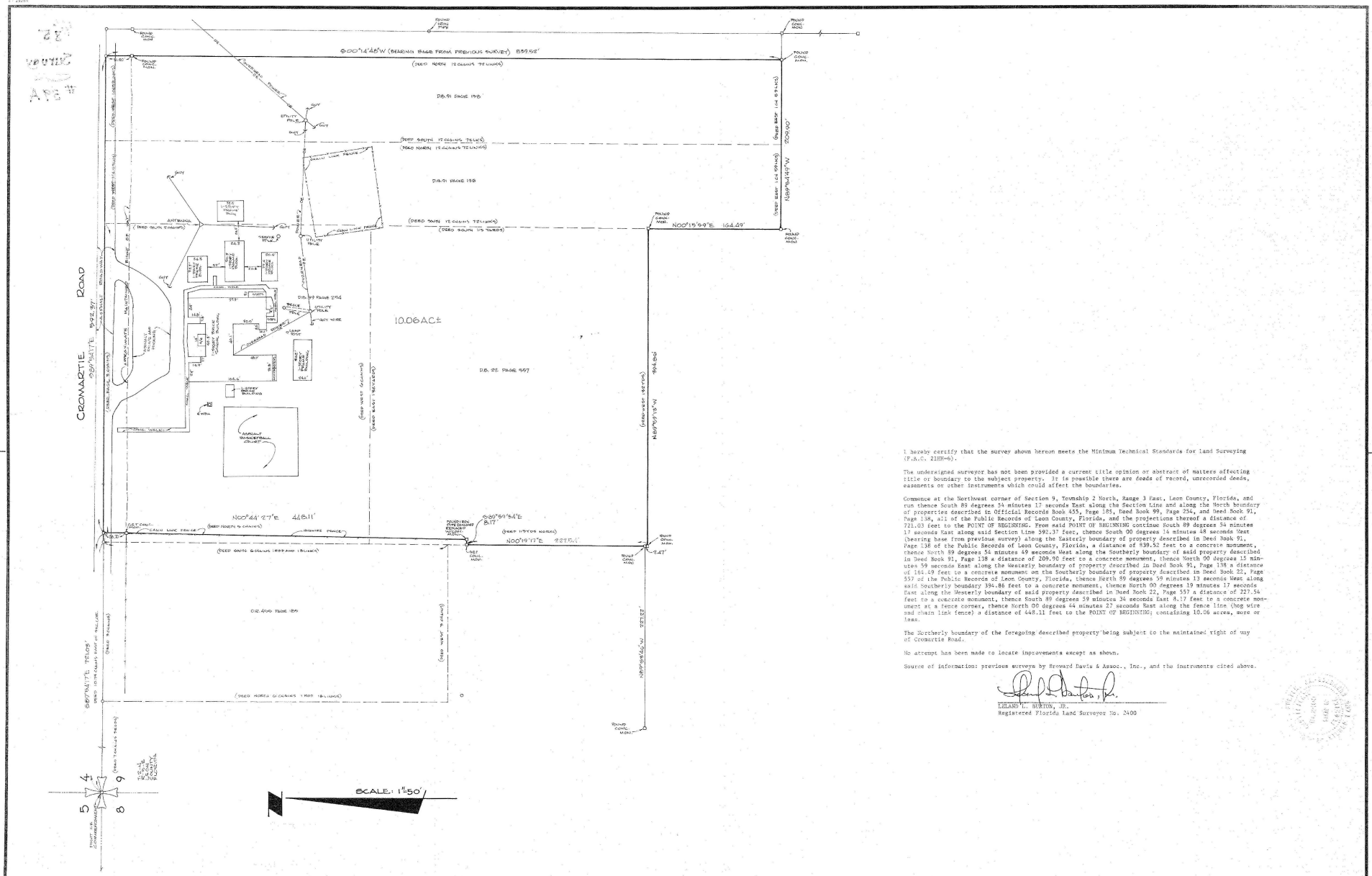
By: \_\_\_\_\_  
Rocky Hanna  
Superintendent of Schools

Approved as to Form:  
Leon County Attorney's Office

Approved as to Form:

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

By: \_\_\_\_\_  
Opal McKinney-Williams, Esq.  
Counsel for Leon County School Board



I hereby certify that the survey shown herein meets the Minimum Technical Standards for Land Surveying (F.A.C. 21D09.00).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at the Northwest corner of Section 9, Township 2 North, Range 3 East, Leon County, Florida, and run thence South 89 degrees 54 minutes 17 seconds East along the Section line and along the North boundary of properties described in Official Records Book 455, Page 185, Deed Book 99, Page 234, and Deed Book 91, Page 138, all of the Public Records of Leon County, Florida, and the projections thereof a distance of 721.03 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 54 minutes 17 seconds East along said Section line 592.37 feet, thence South 90 degrees 15 minutes 48 seconds West (bearing here from previous survey) along the westerly boundary of property described in Deed Book 91, Page 138 of the Public Records of Leon County, Florida, a distance of 139.52 feet to a concrete monument, thence North 89 degrees 54 minutes 49 seconds West along the Southwesterly boundary of said property described in Deed Book 91, Page 138 a distance of 209.90 feet to a concrete monument, thence North 00 degrees 15 minutes 59 seconds East along the westerly boundary of property described in Deed Book 91, Page 138 a distance of 141.49 feet to a concrete monument on the Southwesterly boundary of property described in Deed Book 21, Page 557 of the Public Records of Leon County, Florida, thence North 89 degrees 59 minutes 13 seconds West along said Southwesterly boundary 394.86 feet to a concrete monument, thence North 00 degrees 19 minutes 17 seconds East along the westerly boundary of said property described in Deed Book 22, Page 557 a distance of 227.54 feet to a concrete monument, thence North 89 degrees 59 minutes 24 seconds East 8.17 feet to a concrete monument at a fence corner, thence North 09 degrees 44 minutes 27 seconds East along the fence line (top wire and chain link fence) a distance of 448.11 feet to the POINT OF BEGINNING; containing 10.05 acres, more or less.

The Northerly boundary of the foregoing described property being subject to the maintained right of way of Cromacrite Road.

No attempt has been made to locate improvements except as shown.

Source of information: previous surveys by Howard Davis & Assoc., Inc., and the instruments cited above.

*Richard L. Burton, Jr.*  
 RICHARD L. BURTON, JR.  
 Registered Florida Land Surveyor No. 2400



JOB NUMBER:	89-037	REVISIONS	
PSR NUMBER:	4571		
NOTEBOOK:	888/4149		
SCALE:	1" = 50'		
DATE:	30 APRIL 1985		



**BROWARD DAVIS & ASSOC., INC.**  
 PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT  
 2414 MAHAN DRIVE • P.O. BOX 12267 • TALLAHASSEE, FLORIDA 32317 • (904) 870-4195

PROJECT	CLIENT	SHEET TITLE	SHEET
CONCORD ELEMENTARY SCHOOL	LEON COUNTY BOARD OF PUBLIC INSTRUCTION	BOUNDARY SURVEY	OF

I hereby certify that the survey shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at the Northwest corner of Section 9, Township 2 North, Range 3 East, Leon County, Florida, and run thence South 89 degrees 54 minutes 17 seconds East along the Section Line and along the North boundary of properties described in Official Records Book 455, Page 185, Deed Book 99, Page 254, and Deed Book 91, Page 138, all of the Public Records of Leon County, Florida, and the projections thereof a distance of 721.03 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 54 minutes 17 seconds East along said Section Line 592.37 feet, thence South 00 degrees 14 minutes 48 seconds West (bearing base from previous survey) along the Easterly boundary of property described in Deed Book 91, Page 138 of the Public Records of Leon County, Florida, a distance of 839.52 feet to a concrete monument, thence North 89 degrees 54 minutes 49 seconds West along the Southerly boundary of said property described in Deed Book 91, Page 138 a distance of 209.90 feet to a concrete monument, thence North 00 degrees 15 minutes 59 seconds East along the Westerly boundary of property described in Deed Book 91, Page 138 a distance of 164.49 feet to a concrete monument on the Southerly boundary of property described in Deed Book 22, Page 557 of the Public Records of Leon County, Florida, thence North 89 degrees 59 minutes 13 seconds West along said Southerly boundary 394.86 feet to a concrete monument, thence North 00 degrees 19 minutes 17 seconds East along the Westerly boundary of said property described in Deed Book 22, Page 557 a distance of 227.54 feet to a concrete monument, thence South 89 degrees 59 minutes 34 seconds East 8.17 feet to a concrete monument at a fence corner, thence North 00 degrees 44 minutes 27 seconds East along the fence line (hog wire and chain link fence) a distance of 448.11 feet to the POINT OF BEGINNING; containing 10.06 acres, more or less.

The Northerly boundary of the foregoing described property being subject to the maintained right of way of Cromartie Road.

No attempt has been made to locate improvements except as shown.

Source of information: previous surveys by Broward Davis & Assoc., Inc., and the instruments cited above.



LELAND L. BURTON, JR.  
Registered Florida Land Surveyor No. 2400

(\*Magnified description from Page 1)

## EXHIBIT "B"

### Leon County School Board & Leon County, Florida Memorandum of Understanding

Whereas the Leon County School Board "LCSB" is governed by Chapter 1013, Florida Statutes regarding the construction, renovation and use of LCSB property and facilities;

Whereas, LCSB wishes to consummate the site development for a Bus Transportation Facility in Leon County, and obtain Site Plan approval and an Environmental Management Permit; and,

Whereas, the Leon County Code requires that natural areas and landscape areas be set aside on-site or that certain properties be designated for off-site mitigation as a condition of the issuance of Site Plan approval and an Environmental Management Permit; and,

Whereas, the LCSB site lacks adequate on-site features to qualify for use as on-site mitigation; and,

Whereas, LCSB has agreed to provide the required mitigation at an off-site location at a later date; and

Whereas, Leon County, in consideration of the desire of the LCSB to proceed with the permitting process and the public importance of the project, has agreed to issue the necessary Environmental Management Permit and Site Plan approval based upon LCSB's promise to provide the agreed-upon off-site mitigation by a date certain.

WHEREFORE, in conjunction with the Site Plan review, and the Environmental Management Permit review process

LCSB and Leon County agree as follows:

LCSB will:

1. Identify property to be utilized for the establishment of a conservation easement for off site mitigation.
2. Conduct a Natural Features Inventory ("NFI") on such property, and submit the NFI application(s) to the county for review.
3. Specify the proposed site(s) selected for the offsite mitigation by February 15, 2012.

321992-1

## EXHIBIT "B"

4. Submit a duly executed and recorded Conservation Easement (consisting of the easement document along with the legal description and sketch) by September 15, 2012.

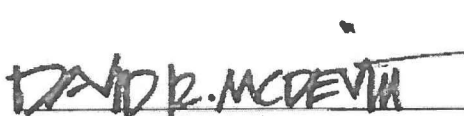
Leon County will:

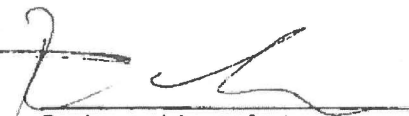
1. Review the Site Plan and Environmental Management Permit based on the documentation and application submitted and upon this Memorandum of Understanding by both parties and approve same, provided that the application and associated documentation otherwise complies with all applicable regulations
2. Review the Natural Features Inventory on such property, which approval shall not be unreasonably withheld.

This Memorandum of Understanding is effective upon execution and shall remain in effect until 9/15, 2012. This Memorandum of Understanding may be modified only by mutual written agreement of the parties.

Should the LCSB fail to provide the required mitigation by the agreed-upon date, the site may be considered to have violated the terms of this Memorandum of Understanding and of the issued Environmental Management permit and the County may issue a stop work order on activities on the LCSB site pursuant to the Leon County Land Development Regulations.

This Memorandum of Understanding reflects the understanding regarding the issues addressed herein, and should not be used for any other purpose.

  
Designated Agent for Leon County  
10/27/14

  
Designated Agent for Leon  
County School Board

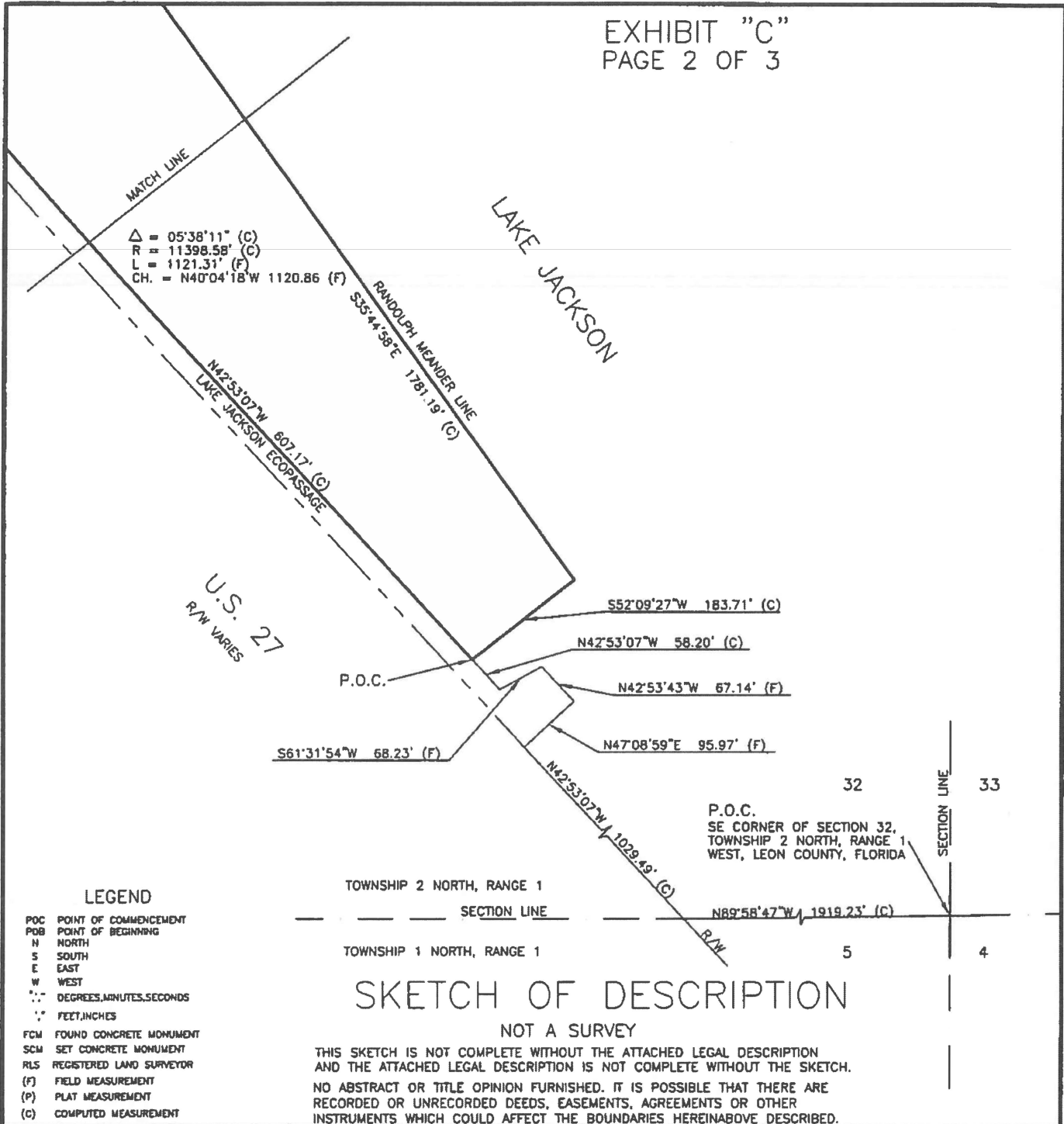
321992-1

**Exhibit "C"**  
**Conservation Easement**  
**Page 1 of 3**

Commence at the southeast corner of Section 32, Township 2 North, Range 1 West, Leon County, Florida and run thence along the southerly boundary of said Section 32 North 89 degrees 58 minutes 47 seconds West 1919.23 feet to a point on the easterly right-of-way boundary of U.S. Highway 27; thence along said right-of-way boundary North 42 degrees 53 minutes 07 seconds West 1029.49 feet; thence leaving said right-of-way boundary run North 47 degrees 08 minutes 59 seconds East 95.97 feet; thence North 42 degrees 53 minutes 43 seconds West 67.14 feet; thence South 61 degrees 31 minutes 54 seconds West 68.23 feet; thence North 42 degrees 53 minutes 07 seconds West 58.20 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 42 degrees 53 minutes 07 seconds west 607.17 feet to a point of curve to the right; thence along said curve through a central angle of 05 degrees 38 minutes 11 seconds with a radius of 11398.58 feet for an arc distance of 1121.31 feet (chord of said curve being North 40 degrees 04 minutes 18 seconds West 1120.86 feet); thence North 37 degrees 15 minutes 00 seconds West 52.28 feet to a point on the northerly Randolph Meander Line; thence along said meander line North 51 degrees 40 minutes 34 seconds East 345.20 feet to point on the easterly Randolph Meander Line; thence along said meander line South 35 degrees 44 minutes 58 seconds East 1781.19 feet; thence leaving said meander line run South 52 degrees 09 minutes 27 seconds West 183.71 feet to the POINT OF BEGINNING, containing 11.48 acres, more or less.

C:\Documents and Settings\User\My Documents\Deeds\North US27 Park.doc  
October 19, 2017

EXHIBIT "C"  
PAGE 2 OF 3



SKETCH OF DESCRIPTION  
NOT A SURVEY

THIS SKETCH IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION AND THE ATTACHED LEGAL DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH. NO ABSTRACT OR TITLE OPINION FURNISHED. IT IS POSSIBLE THAT THERE ARE RECORDED OR UNRECORDED DEEDS, EASEMENTS, AGREEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES HEREINABOVE DESCRIBED.

Prepared for LEON COUNTY BOARD OF COUNTY COMMISSIONERS

DATE OF FIELDWORK:	DATE OF DRAFTING: 10/19/2017	DRAWN BY: DK	REVISION:
FIELDBOOK No.	FILE: NORTHUS27PARK101617.DWG	CHECKED BY: JC	REVISION:



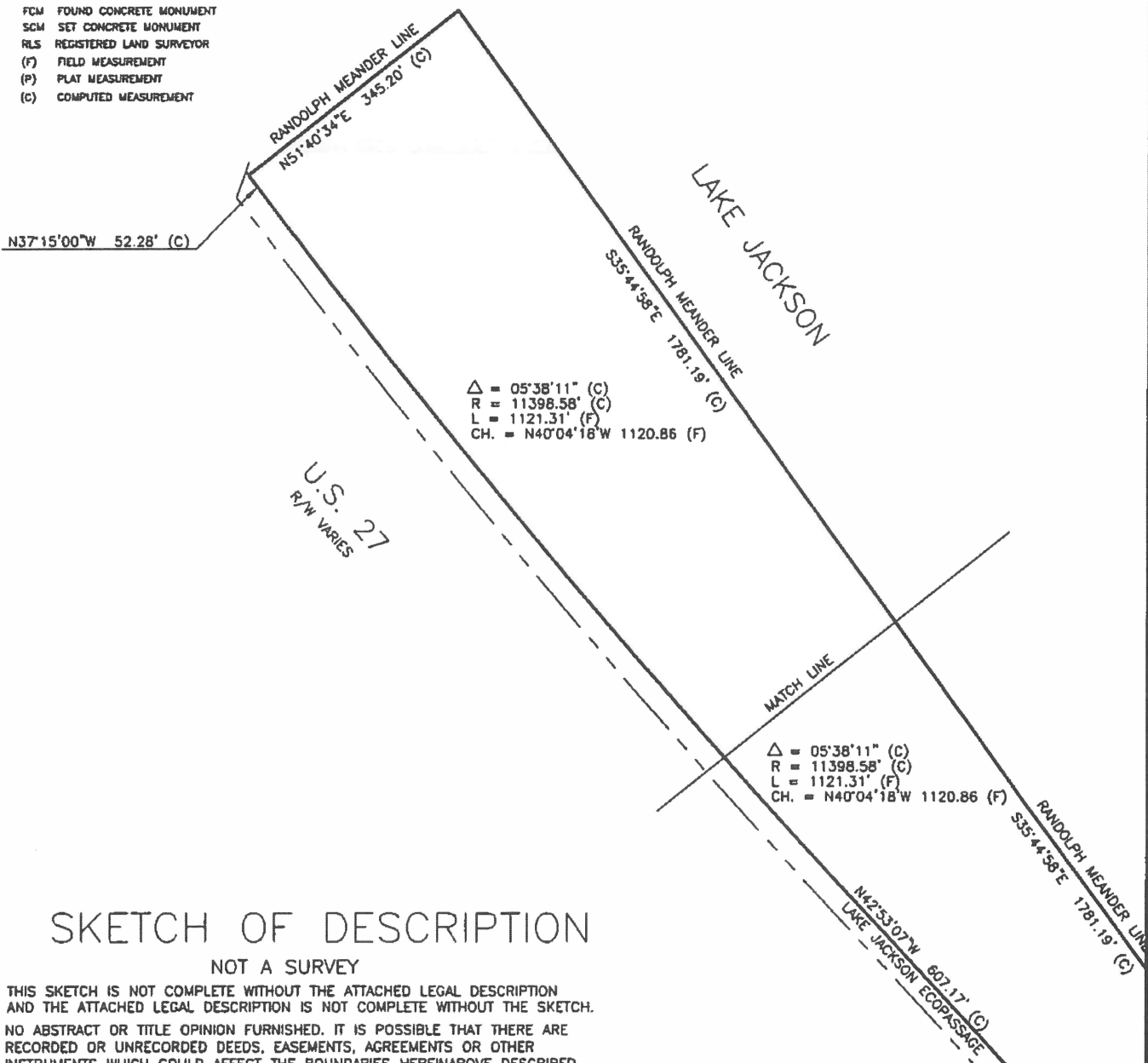
PREPARED BY:  
**LEON COUNTY PUBLIC WORKS DEPARTMENT**  
 DIVISION OF ENGINEERING SERVICES  
 SURVEY AND RIGHT-OF-WAY SECTION  
 2280 MICCOSUKEE ROAD  
 TALLAHASSEE, FL 32308  
 Phone (850) 606-1500  
 Fax (850) 606-1501



EXHIBIT "C"  
PAGE 3 OF 3

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- N NORTH
- S SOUTH
- E EAST
- W WEST
- °.. DEGREES, MINUTES, SECONDS
- ' FEET, INCHES
- FCM FOUND CONCRETE MONUMENT
- SCM SET CONCRETE MONUMENT
- RLS REGISTERED LAND SURVEYOR
- (F) FIELD MEASUREMENT
- (P) PLAT MEASUREMENT
- (C) COMPUTED MEASUREMENT



SKETCH OF DESCRIPTION

NOT A SURVEY

THIS SKETCH IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION AND THE ATTACHED LEGAL DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH. NO ABSTRACT OR TITLE OPINION FURNISHED. IT IS POSSIBLE THAT THERE ARE RECORDED OR UNRECORDED DEEDS, EASEMENTS, AGREEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES HEREINABOVE DESCRIBED.

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PREPARED BY:  
 LEON COUNTY PUBLIC WORKS DEPARTMENT  
 DIVISION OF ENGINEERING SERVICES  
 SURVEY AND RIGHT-OF-WAY SECTION  
 2280 MICCOSUKEE ROAD  
 TALLAHASSEE, FL 32308  
 Phone (850) 606-1500  
 Fax (850) 606-1501

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

October 25, 2011

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Approval of the Memorandum of Understanding between the Leon County Board of County Commissioners and the Leon County School Board District for Off-site Natural and Landscape Area Mitigation Required for a Proposed School Bus Transportation Maintenance Facility

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review:</b>	Tony Park, Public Works and Community Development David McDevitt, Development Support & Environmental Management/Development Services
<b>Lead Staff/Project Team:</b>	Ryan Culpepper, Development Services Director

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve the Memorandum of Understanding between the Leon County Board of County Commissioners and the Leon County School Board District for off-site natural and landscape area mitigation required for a proposed school bus transportation maintenance facility.

Title: Approval of the Memorandum of Understanding between the Leon County Board of County Commissioners and the Leon County School Board District for Off-site Natural and Landscape Area Mitigation Required for a Proposed School Bus Transportation Maintenance Facility

October 25, 2011

Page 2

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## **Report and Discussion**

### **Background:**

This agenda item requests Board approval of the Memorandum of Understanding (MOU) between the Leon County Board of County Commissioners and the Leon County School Board District for off-site natural and landscape area mitigation required for a proposed school bus transportation maintenance facility (Attachment #1). The applicant is proposing to develop the site, identified in Attachment #2, for a maintenance and administrative facility for the Transportation Department of the Leon County School Board (LCSB). The site is intended to provide a maintenance facility for the school bus fleet and to provide additional space for administrative functions. The proposed improvements include a commercial lease area to be utilized by NoPetro Inc. for the construction of a Compressed Natural Gas (CNG) fueling facility near the northeast portion of the site fronting Capital Circle NW. The proposed fueling station will provide service to both public and private vehicles. The application proposes the removal of a temporary stormwater management facility and the construction of permanent on-site stormwater management facilities.

### **Analysis:**

The LCSB has submitted a site and development plan that outlines the proposed improvements for the second phase of a multi-phase development. The current, proposed phase of the subject facility is required by the Land Development Code (LDC) to provide natural and landscape areas. Due to the site specifics (no preservation/conservation features), in order to meet these required thresholds, the LCSB would have to plant trees that would eventually be removed to accommodate the school bus parking expansion (not part of the current phase). This would incur a significant expense on the part of the LCSB.

Staff recognized that requiring these provisions during this phase would be impractical, and would create an undue hardship for the LCSB in developing future phases. Therefore, Development Support & Environmental Management (DSEM) Project Manager for the application coordinated an informal meeting with the applicant's agent to discuss possible alternatives. During this meeting, staff recommended alternative options that would allow the applicant to proceed forward with the proposed development, while ensuring compliance with the LDC.

One solution would be to utilize the Greenspace Reservation Area Credit Exchange (GRACE) program, as provided for in Section 10-4.346 of the LDC. The GRACE program allows a portion of landscape area requirements to be met off-site through conveyance of property identified in the Leon County Inventory of Flooded Property Available for Exchange. This option would require the LCSB to acquire one of the properties identified in this inventory of flooded properties. The LCSB identified parcels already in their possession that were not part of Leon County's flooded properties inventory. LCSB suggested that they utilize their own existing flooded parcel(s) as an alternative.

Title: Approval of the Memorandum of Understanding between the Leon County Board of County Commissioners and the Leon County School Board District for Off-site Natural and Landscape Area Mitigation Required for a Proposed School Bus Transportation Maintenance Facility

October 25, 2011

Page 3

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Since the goal of the GRACE program is to provide flexibility for landscape and natural area requirements for high intensity, non-residential development inside the Urban Service Area, staff recommended an MOU be drafted to codify the alternative to utilize LCSB's existing flooded parcel(s). The MOU would provide the timeline for the mitigation process by which the LCSB could address the required landscaping and natural area provisions of the LDC off-site and allow the site and development plan application to continue forward towards completion.

As part of the MOU's mitigation provisions, the set-aside green areas shall be identified on the site and development plans for the proposed phase of development; however, no actual planting of vegetation is to be implemented onsite in this phase to address the natural area/landscaping requirements. Additionally, the LCSB has proposed to provide offsite mitigation to address the landscaping/natural area requirements. This off-site parcel(s) would require a Natural Features Inventory to ensure the presence of preservation/conservation features, and to verify the two acre for one-acre minimum off-site mitigation thresholds/ratio. Once the off-site mitigation work has been completed, the LCSB would be able to proceed with the next phase of the proposed facility. The MOU contains target deadline dates to ensure the mitigation provisions are implemented in a timely manner.

This option provides an innovative solution for the referenced development and provides staff with the flexibility to effectively defer the referenced requirements to a later phase, as well as providing a cost-savings to the LCSB in the development of the site. As a result, the LCSB conceptually agreed to the terms of the MOU during their regularly scheduled September 27, 2011 meeting. Staff has been working with the applicant to finalize the terms of the MOU and prepare it for signature by the respective designated agents. The County Attorney's Office determined that the appropriate designated agent for the Leon County Board of County Commissioners for the referenced MOU should be the Director of DSEM.

**Options:**

1. Approve the Memorandum of Understanding between the Leon County Board of County Commissioners and the Leon County School Board District for off-site natural and landscape area mitigation required for a proposed school bus transportation maintenance facility.
2. Do not approve the Memorandum of Understanding between the Leon County Board of County Commissioners and the Leon County School Board District for off-site natural and landscape area mitigation required for a proposed school bus transportation maintenance facility.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Memorandum of Understanding
2. Location Map for the proposed School Board Transportation Facility

## **Leon County School Board and Leon County, Florida Memorandum of Understanding**

Whereas the Leon County School Board "LCSB" is governed by Chapter 1013, Florida Statutes regarding the construction, renovation and use of LCSB property and facilities;

Whereas, LCSB wishes to consummate the site development for a Bus Transportation Facility in Leon County, and obtain Site Plan approval and an Environmental Management Permit; and,

Whereas, the Leon County Code requires that natural areas and landscape areas be set aside on-site or that certain properties be designated for off-site mitigation as a condition of the issuance of Site Plan approval and an Environmental Management Permit; and,

Whereas, the LCSB site lacks adequate on-site features to qualify for use as on-site mitigation; and,

Whereas, LCSB has agreed to provide the required mitigation at an off-site location at a later date; and

Whereas, Leon County, in consideration of the desire of the LCSB to proceed with the permitting process and the public importance of the project, has agreed to issue the necessary Environmental Management Permit and Site Plan approval based upon LCSB's promise to provide the agreed-upon off-site mitigation by a date certain.

WHEREFORE, in conjunction with the Site Plan review, and the Environmental Management Permit review process

LCSB and Leon County agree as follows:

LCSB will:

1. Identify property to be utilized for the establishment of a conservation easement for off site mitigation.
2. Conduct a Natural Features Inventory ("NFI") on such property, and submit the NFI application(s) to the County for review.
3. Specify the proposed site(s) selected for the offsite mitigation by February 15, 2012.

4. Submit a duly executed and recorded Conservation Easement (consisting of the easement document along with the legal description and sketch) by September 15, 2012.

Leon County will:

1. Review the Site Plan and Environmental Management Permit, based on the documentation and application submitted and upon this Memorandum of Understanding by both parties and approve same, provided that the application and associated documentation otherwise complies with all applicable regulations
2. Review the Natural Features Inventory on such property, which approval shall not be unreasonably withheld.

This Memorandum of Understanding is effective upon execution and shall remain in effect until \_\_\_\_\_, 2012. This Memorandum of Understanding may be modified only by mutual written agreement of the parties.

Should the LCSB fail to provide the required mitigation by the agreed-upon date, the site may be considered to have violated the terms of this Memorandum of Understanding and of the issued Environmental Management permit and the County may issue a stop work order on activities on the LCSB site pursuant to the Leon County Land Development Regulations.

This Memorandum of Understanding reflects the understanding regarding the issues addressed herein, and should not be used for any other purpose.

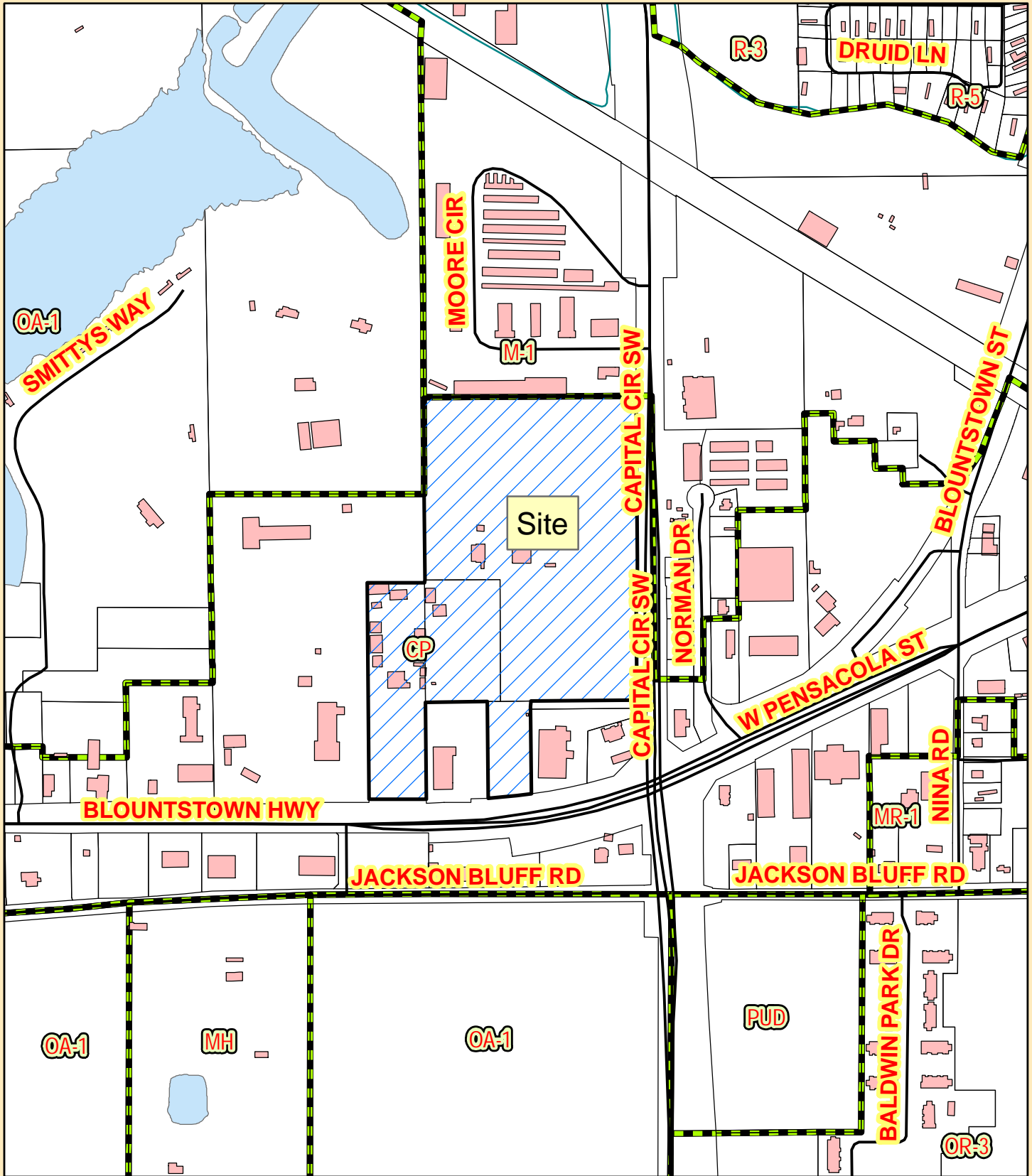
Designated Agent for Leon County:

Designated Agent for Leon  
County School Board:

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David McDevitt, Director  
Development Support & Environmental  
Management

# Leon County School Board Transportation Facility Type "A" Site Plan



**Legend**

- MySite
- Waterbody
- Parcel
- Street
- Major Street
- Building
- Zoning
- Watercourse

Leon County School Board Transportation Facility  
Site Plan Type "A" LSP110012 CPA Track  
Located at 4412 Blountstown Hwy  
Map Produced by Shannon Becraft 9/30/11  
Planning Division  
Posted at 11:00 a.m. on November 20, 2017

0 250 500 Feet

Leon County Growth and Environmental Management  
Map Author: [Name], [Title], [Date]  
Tallahassee - Leon County  
GIS



### Agenda Item Details

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Meeting	Nov 21, 2017 - Reorganization/Business Meeting
Category	18. Items for Consideration
Subject	18.15 The Superintendent recommends Board approval of the conveyance of the Concord Elementary School Property (Parcel # 1609208510000) located at 15011 Cromartie Road, Tallahassee, Florida 32309 to Leon County, Florida
Type	Action

**STAFF MEMBER REPORTING THIS ITEM/PHONE:** Danny Allbritton, 617-5907

**ACTION REQUESTED:** The Superintendent recommends board approval of the conveyance of the Concord Elementary School Property (Parcel # 1609208510000) located at 15011 Cromartie Road, Tallahassee, Florida 32309 consisting of 10.13 acres +/- to Leon County, Florida; authorize the Board Chairperson, or Vice Chairperson and Superintendent to sign the Agreement to convey the property, and all related documents and authorize any necessary budget amendments.

**ITEM SUMMARY:** The Board and Leon County, Florida agree that it will be in the public's best interest for the for the Board to convey the Property to Leon County, Florida to promote the use and maintenance of Miccosukee Community Park and encumber the Covenant Property to satisfy the Board's obligations under the Memorandum of Understanding entered into on or about October 27, 2011 related to the Board's Bus Transportation Facility.

The Board has determined the facility Concord Elementary School Property (Parcel # 1609208510000) located at 15011 Cromartie Road, Tallahassee, Florida 32309, is no longer necessary for educational purposes and will be disposed of pursuant to Section 1013.28, F.S.

**WILL SUBMITTER BE DELIVERING SIGNATURE DOCUMENTS TO THE BOARD SECRETARY?** Yes

[Leon County Property Appraiser.pdf \(85 KB\)](#)

[Miccosukee Community park Agreement to convey\\_BC.pdf \(1,334 KB\)](#)

[Survey 5 1 Recommendations Concord Elementary School.pdf \(9 KB\)](#)



Parcel: 1609208510000  
 Owner: SCHOOL BOARD OF LEON COUNTY

Property Use: 8300 - PUBLIC COUNTY SCHOOL  
 15011 CROMARTIE RD

Leon County Property Appraiser

The Tax Roll is compiled by the Legal Descriptions as recorded in the Public Records of Leon County. Location addresses are not used in the preparation of the Tax Roll. They should not be used for title searches or preparation of legal documents.

Parcel Information

<b>Parcel ID:</b> 1609208510000	<b>Tax District:</b> 2 - COUNTY
<b>Owner(s):</b> SCHOOL BOARD OF LEON COUNTY	<b>Legal Desc:</b> 9 2N 3E 10.13 A IN NE 1/4 OF W 1/2 OF NW 1/4 DB YY/254 YY/255 22/557 91/137 DB 91/509 CONCORD SCHOOL
<b>Mailing Addr:</b> 2757 W PENSACOLA ST TALLAHASSEE FL 32304	<b>Parent Parcel:</b> <b>Acreage:</b> 10.130 <b>Subdivision:</b> NOT IN SUBDIVISION <b>Property Use:</b> 8300 - PUBLIC COUNTY SCHOOL <b>Bldg Count:</b> 1
<b>Location:</b> 15011 CROMARTIE RD <i>Location (Street) Addresses are provided by City Growth Management 850-891-7001 (option 3), and County DSEM 850-606-1300.</i>	

Certified Value Detail

Tax Year	Land Value	Improvement Value	Total Market Value	SOH Differential	Classified Use	Homestead
2017	\$75,975	\$358,923	\$434,898	\$0		2017 - No

Certified Taxable Values

Tax Year	Taxing Authority	Rate	Market	Assessed	Exempt	Taxable
2017	Leon County	8.31440	\$434,898	\$434,898	\$434,898	\$0
	Leon County - Emergency Medical Service	0.50000	\$434,898	\$434,898	\$434,898	\$0
	School - State Law	4.32500	\$434,898	\$434,898	\$434,898	\$0
	School - Local Board	2.24800	\$434,898	\$434,898	\$434,898	\$0
	NW FL Water Management	0.03530	\$434,898	\$434,898	\$434,898	\$0

Building Summary

Tax Year	Card	Bldgs	Building Use	Building Type	Yr Built	Base SqFt	Auxiliary SqFt
2017	1	1	Commercial	310 - Ed/Religious	1940	7,376	250
Total:		1				7,376	250

Quick Links

- |  |   |                               |
|--|---|-------------------------------|
| <b><u>County Links</u></b>                     | <b><u>County Map Links</u></b>              | <b><u>Other Map Links</u></b> |
| <a href="#">Leon County Tax Collector</a>      | <a href="#">Land Information (New)</a>      | <a href="#">Google Map</a>    |
| <a href="#">Permits Online (City / County)</a> | (Contains FEMA, Zoning, Fire Hydrant, etc.) | <a href="#">Bing</a>          |
| <a href="#">Property Info Sheet</a>            | <a href="#">Flood Zone (FEMA)</a>           | <a href="#">Old Map</a>       |
|  | <a href="#">Zoning Map</a>                  |                               |

[Fire Hydrant Map](#)  
[More TCGIS Maps](#)

**District Name:** LEON COUNTY SCHOOL DISTRICT  
**Survey:** Number 5 - Version 1  
**Facility Name:** CONCORD ELEMENTARY  
**Address:** CROMARTIE ROAD, TALLAHASSEE

	Existing	Recommended
<b>Capital Outlay Classification</b>	9 - LEASED TO ANOTHER ENTITY	9 - LEASED TO ANOTHER ENTITY
<b>Facility Use</b>	LEASED TO ANOTHER ENTITY	LEASED TO ANOTHER ENTITY
<b>Low Grade</b>	LEASED SPACE	LEASED SPACE
<b>High Grade</b>	LEASED SPACE	LEASED SPACE
<b>Comments</b>		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
<b>Perm. Stations</b>	0	0	0
<b>Reloc. Stations</b>	0	0	0
<b>Mod. Stations</b>	0	0	0
<b>Total Stations</b>	0	0	0
<b>Utilization Factor</b>	0%		0%
<b>School Capacity</b>	0		0
<b>COFTE Student Membership</b>	0		0
<b>Survey Annotation</b>	Board has determined this facility no longer necessary for educational purpose and will be disposed of pursuant to Section 1013.28, F.S.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Total Project Cost</b>					\$0	

CONCORD ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

**Leon County  
Board of County Commissioners**

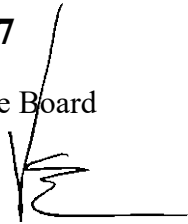
**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

November 28, 2017

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Full Board Appointment to the Early Learning Coalition of the Big Bend Region

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Mary Smach, Agenda Coordinator

### **Statement of Issue:**

This agenda item seeks the Board's approval to appoint one citizen to the Early Learning Coalition of the Big Bend Region.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: The full Board to consider the appointment of one citizen to the Early Learning Coalition of the Big Bend Region for a four-year term ending December 31, 2021. The eligible applicant is: Allyce Heflin

## Report and Discussion

### **Background:**

At its August 23, 2011 meeting, the Board approved the revised process for full Board appointments to Authorities, Boards, Committees, and Councils by having a General Business item prepared to fill vacancies.

### **Analysis:**

#### **Early Learning Coalition of the Big Bend Region (ELC)**

In a letter dated October 5, 2017 from the Early Learning Coalition of the Big Bend Region (ELC), the ELC requested the County to appoint one member to their Board to fill the following category *(h) One member appointed by a board of county commissioners or the governing board of a municipality*, as defined in Florida Statute 1002.83. The ELC provides early learning services to nearly 5,000 residents of Leon County. Through the School Readiness program they provide assistance with the cost of child care for working families and through the Voluntary Prekindergarten program help prepare Leon County's youngest citizens for kindergarten. Their next Quarterly Board meeting will be held December 14, 2017.

**Purpose:** The Early Learning Coalition was created for the purpose of implementing, coordinating, and administering the provisions of Part V (Voluntary Prekindergarten Education Program) and Part VI (School Readiness Program) of Chapter 1002, Florida Statutes, in Gadsden, Jefferson, Leon, Liberty, Madison, Taylor and Wakulla Counties (ELC Service Area). The ELC further serves as the community child care coordinating agency for the ELC Service Area.

**Composition:** The ELC has at least 15 members but not more than 30 members as per Florida Statute 1002.83. One member is appointed by the Board of County Commissioners for a four-year term. Members may be reappointed for four additional years for a maximum of two consecutive terms.

**Vacancy:** The current vacancy is for a member appointed by the Board of County Commissioners. The term of Jeremy Cohen has expired and he is not eligible for reappointment due to term limits. Eligible applicants are listed in Table #1.

**Table #1. Early Learning Coalition of the Big Bend Region (ELC)**

<b>Vacancy</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Jeremy Cohen	9/30/2016	1.	Allyce Heflin	Full Board to make <b>one</b> appointment for a four-year term ending on December 31, 2021.

**Options:**

1. The full Board to consider the appointment of one citizen to the Early Learning Coalition of the Big Bend Region for a four-year term ending December 31, 2021. The eligible applicant is: Allyce Heflin
2. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Heflin application

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT EARLY LEARNING COALITION OF THE BIG BEND REGION

**It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Mary Smach  
by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov**

**Applications will be discarded if no appointment is made after two years.**



Name: Allyce Heflin		Date: 11/10/2017 5:29:21PM
Home Phone: (850) 445-6674	Work Phone: (840)671-4401X	Email: Heflin@sostrategy.com
Occupation: LOBBYIST	Employer: SOUTHERN STRATEGY GROUP	
Preferred mailing location: Work Address Work Address: 123 S. ADAMS ST.		
City/State/Zip: TALLAHASSEE, FL 32301		
Home Address 851 E. CALL STREET		
City/State/Zip: TALLAHASSEE, FL 32301		
Do you live in Leon County? Yes	If yes, do you live within the City limits? Yes	
Do you own property in Leon County? Yes	If yes, is it located within the City limits? Yes	
For how many years have you lived in and/or owned property in Leon County?		13 years
Are you currently serving on a County Advisory Committee?		No
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees?		No
If yes, on what Committee(s) are you a member?		
<p><b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: Caucasian                      Sex: Female                      Age: 41.00          Disabled? No                              District: District 1</p>		
<p><b>In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.</b></p> <p>WHILE I HAVE NOT SERVED BEFORE ON A COUNTY COMMITTEE, I DO HAVE A BACHELOR'S AND MASTERS IS SOCIAL WORK AND HAVE 12 YEARS OF EXPERIENCE WORKING IN THE LEGISLATURE AS THE STAFF DIRECTOR FOR THE EDUCATION APPROPRIATIONS COMMITTEE. AS STAFF DIRECTOR I WAS RESPONSIBLE FOR THE ENTIRE EDUCATION BUDGET FOR THE STATE OF FLORIDA, INCLUDING FOR ALL OF THE EARLY LEARNING COALITIONS. I ALSO SERVE ON THE FLORIDA LEGISLATIVE ADVOCACY COMMITTEE FOR THE AMERICAN HEART ASSOCIATION AND ON THE BOARD OF DIRECTORS FOR THE TALLAHASSEE COMMUNITY CHORUS. IN ADDITION, I WAS RECENTLY APPOINTED BY DEEDEE RASMUSSEN AS HER REPRESENTATIVE TO THE LEON COUNTY SCHOOL DISTRICT ADVISORY COUNCIL. I AM PASSIONATE ABOUT EDUCATION AND FEEL I CAN HELP THE EARLY LEARNING COALITION PRIORITIZE QUALITY EDUCATIONAL CHILD CARE WHILE MAXIMIZING SCARCE RESOURCES PROVIDED BY THE LEGISLATURE. I LOOK FORWARD TO SERVING LEON COUNTY AND THE GREATER BIG BEND AREA ON THE EARLY LEARNING COALITION.</p>		



References (you must provide at least one personal reference who is not a family member):

Name: PAUL MITCHELL Telephone: 850-459-3519  
Address: 3876 MILLERS BRIDGE RD. TALLAHASSEE FL 32312

Name: CHRIS DUDLEY Telephone: 850-320-3801  
Address: 3907 WEST MILLERS BRIDGE RD. TALLAHASSEE 32312

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION**

1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?  
Yes

2.) Are you willing to complete a financial disclosure form Yes

3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups) No  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority? No

6.) Do you currently have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? No  
If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Allyce C. Heflin

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