

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

**Tuesday, February 13, 2018
3:00 p.m.**

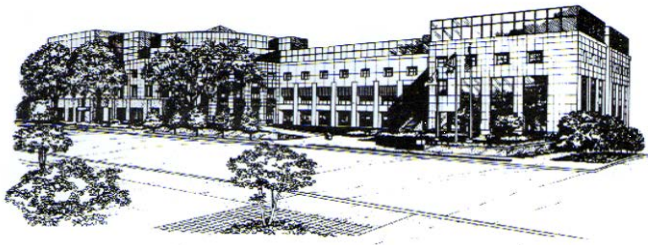
COUNTY COMMISSIONERS

Nick Maddox, Chairman
At-Large

Jimbo Jackson, Vice Chair
District 2

Bryan Desloge
District 4

Mary Ann Lindley
At-Large



John E. Dailey
District 3

Kristin Dozier
District 5

Bill Proctor
District 1

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

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

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that 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.

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, February 13, 2018, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Elder LaNorris McFadden, Pastor, Shady Grove #1 Primitive Baptist Church
Pledge of Allegiance by Commissioner Bill Proctor

AWARDS AND PRESENTATIONS

- Proclamation Recognizing the Work of Local Author Roosevelt Wilson
(Commissioner Proctor)
- Presentation from Honor Flight Tallahassee
(Tom Napier)
- 1. Mid-Session Legislative Update
(County Administrator/ County Administration)
[This item is included under Consent.]

CONSENT

2. Minutes: December 12, 2017 Regular Meeting
(Clerk of the Court)
3. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship)
4. Final Payment for Hosting the Americas Competitiveness Exchange
County Administrator/ Office of Financial Stewardship/ Office of Economic Vitality/ Tourism Division)
5. Agreement with CareerSource Capital Region on the Summer Youth Training Program
(County Administrator/ Office of Human Services & Community Partnerships)
6. Proposed Amendments to the State Housing Initiative Partnership Local Housing Assistance Plan
(County Administrator/ Office of Human Services & Community Partnerships)
7. Ratification of Board Actions at the October 24, 2017 Workshop on the Apalachee Regional Park Master Plan
(County Administrator/ Office of Resource Stewardship)
8. Proposed Revised Policy No. 03-15, "Board-Appointed Citizen Committees"
(County Administrator/ County Administration)

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

9. Status Report on the Council on Culture and Arts Efforts Related to the Cultural Plan, Operations, and Grant Programs
(County Administrator/ Division of Tourism)
10. Code Enforcement Board and the Code Compliance Program 2016-2017 Annual Report
(County Administrator/ Development Support & Environmental Management)
11. Contractors' Licensing and Examination Board 2016-2017 Annual Report
(County Administrator/ Development Support & Environmental Management)
12. Tallahassee-Leon County Board of Adjustment and Appeals 2017 Annual Report
(County Administrator/ Development Support & Environmental Management/ Development Services)

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

13. FY 2018 Springs Restoration Grants for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan
(County Administrator/ Public Works/ Engineering Services/ Stormwater Management)
14. Collaboration with the Tallahassee Symphony and The Village Square to Host the 2019 Created Equal Event
(County Administrator/ Community & Media Relations)
15. Proposed Weatherization Modifications to the Capital City Amphitheater at Cascades Park
(County Administrator/ Division of Tourism)

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

- Capital Region Community Development District Meeting Minutes from: June 8, August 10, August 24 and September 7, 2017

ADJOURN

*The next Regular Board of County Commissioner's meeting is scheduled for
Tuesday, February 27, 2018 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**

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

Date	Day	Time	Meeting in 5th Floor Chambers
January 23	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
January 23	Tuesday	3:00 p.m.	Regular Board Meeting
February 13	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2018 Cycle Comp Plan Amendments</i>
March 27	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	12:00 p.m.	<i>Charter Review Committee Final Report Workshop</i>
April 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	6:00 p.m.	<i>Adoption Hearing on 2018 Cycle Comp Plan Amendments</i>
April 24	Tuesday	9:00 a.m.	<i>Preliminary Budget Workshop</i>
April 24	Tuesday	3:00 p.m.	Regular Board Meeting
May 8	Tuesday	3:00 p.m.	Regular Board Meeting
May 22	Tuesday	3:00 p.m.	Regular Board Meeting
June 19	Tuesday	9:00 a.m.	<i>Budget Workshop</i>
June 19	Tuesday	3:00 p.m.	Regular Board Meeting
July 10	Tuesday	9:00 a.m.	<i>Budget Workshop (if necessary)</i>
July 10	Tuesday	3:00 p.m.	Regular Board Meeting
August 21	Tuesday	6:00 p.m.	<i>Public Hearing on Charter Amendments</i>
September 4	Tuesday	3:00 p.m.	Regular Board Meeting
September 4	Tuesday	6:00 p.m.	<i>First Public Hearing on Tentative Millage Rate and Budgets</i>
September 24	Monday	3:00 p.m.	Regular Board Meeting
September 24	Monday	6:00 p.m.	<i>Second Public Hearing on Final Millage Rate and Final Budgets</i>
October 9	Tuesday	3:00 p.m.	Regular Board Meeting
October 23	Tuesday	3:00 p.m.	Regular Board Meeting
November 20	Tuesday	3:00 p.m.	Board Reorganization and Regular Board Meeting
December 10	Monday	9:00 a.m.	Board Retreat
December 11	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 Leon County Courthouse, 5th Floor Commission Chambers, at 301 South Monroe Street, and are subject to change.

JANUARY						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH						
S	M	T	W	T	F	S
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

DECEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

PUBLIC NOTICE
Leon County Board of County Commissioners
2018 Tentative Schedule

Month	Day	Time	Meeting Type
January 2018	Monday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 9	No meeting	BOARD RECESS
	Monday 15		MARTIN LUTHER KING, JR. DAY
	Tuesday 16	1:30 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 th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider the Recommended Order and Exceptions on the Site and Development Plan Application for Brookside Village Residential Subdivision
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Thursday 25 & Friday 26</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
February 2018	<i>Wednesday 7</i>	<i>7:30 a.m.-7:00 p.m.</i>	<i>FAC Legislative Day Challenger Learning Center – 200 S. Duval St.</i>
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 20	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2018 Comprehensive Plan Amendments
		6:00 p.m.	First & Only Public Hearing on Ordinance: Proposed Amendment of Official Zoning Map to change Zoning Classification from Urban Fringe (UF) District to Light Industrial (M-1) District
March 2018	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<i>Saturday 3 – Wednesday 7</i>		<i>NACO Legislative Conference Washington Hilton - Washington, DC</i>
	Monday 19	1:30 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 th Floor Commission Chambers

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

Month	Day	Time	Meeting Type
August 2018	Tuesday 28	Primary Election	PRIMARY ELECTION DAY
<hr/>			
September 2018	Monday 3	Offices Closed	LABOR DAY
	Tuesday 4	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 18/19*
	Thursday 13	4:00 p.m. & 6:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing, City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 19 – Sunday 23</i>		<i>Congressional Black Caucus Annual Legislative Conference Washington DC</i>
	Thursday 20	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 25 Monday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 18/19*
	<i>Wednesday - 26 Thursday 27</i>		<i>FAC Innovation, Education & Leadership Summit Charlotte Harbor Event & Conference Center – Charlotte County- Punta Gorda, FL</i>
<i>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</i>			
<hr/>			
October 2018	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 16	9:00 - 11:00 a.m.	Capital Region Transportation Planning Agency Workshop TBA
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
<hr/>			
November 2018	Tuesday 6	General Election	ELECTION DAY
	Monday 12	Offices Closed	VETERAN'S DAY OBSERVED
	Thursday 15	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization County Courthouse, 5 th Floor Commission Chambers
	Thursday 22	Offices Closed	THANKSGIVING DAY
	Friday 23	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Monday 26	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 28 - Friday 30</i>		<i>FAC Legislative Conference - Marriott Tampa Waterside – Hillsborough County-Tampa, FL</i>
<hr/>			
December 2018	Monday 10	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Month	Day	Time	Meeting Type
December 2018 (cont.)	Thursday 13	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 24	Offices Closed	CHRISTMAS EVE
	Tuesday 25	Offices Closed	CHRISTMAS DAY
	Monday 31	Offices Closed	NEW YEAR'S EVE
<hr/>			
January 2019	Tuesday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 8	No Meeting	BOARD RECESS
	Monday 21		MARTIN LUTHER KING, JR. DAY
	Tuesday 22	3:00 p.m.	Regular Meeting
<hr/>			

Citizen Committees, Boards, and Authorities **2018 Term Expirations and Vacancies**

www2.leoncountyfl.gov/committees/list.asp

CURRENT VACANCIES

Canopy Roads Citizens Committee

Board of County Commissioners (1 appointment)

Community Development Block Grant Citizen's Task Force

Board of County Commissioners (3 appointments)

UPCOMING TERM EXPIRATIONS

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)

OCTOBER 31, 2018

Canopy Roads Citizens Committee

Board of County Commissioners (2 appointments)

Tourist Development Council

Board of County Commissioners (3 appointments)

DECEMBER 31, 2018

Audit Advisory Committee

Board of County Commissioners (2 appointments)

Joint City/County Cycling Workgroup

Board of County Commissioners (3 appointments)

Library Advisory Board

Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (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

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Mid-Session Legislative Update

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives

Statement of Issue:

This agenda item provides a status report on the 2018 Florida Legislative Session, including an update on home rule pre-emptions and Leon County's legislative priorities.

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept the Mid-Session Legislative Update status report.

Report and Discussion

Background:

At the January 23, 2018 meeting, the Board directed staff to prepare a status report on the 2018 Florida Legislative Session, including an update on home rule pre-emptions and other important issues under consideration in the Legislature.

The Board adopted its legislative priorities for the 2018 session at the October 24, 2017 workshop. This annual workshop, conducted with the County's legislative staff and contract lobbyists, enables the County's legislative team to receive important guidance from the Board regarding priority legislative issues and directs the County's lobbying efforts for the upcoming year. In addition to the Board's adopted legislative priorities, staff actively monitors all legislation that may affect Leon County by working with the Capitol Alliance Group and the Florida Association of Counties (FAC). As reported to the Board during the October 24, 2017 workshop, the Legislature introduced several proposals during the 2017 session that involved home rule pre-emptions and revenue restrictions – most notably the additional \$25,000 homestead exemption that the Legislature referred to the ballot in 2018. Similar pre-emptions and revenue restrictions were anticipated again leading into the 2018 session, which is the second and final year of the current leadership term in the House and Senate. The Analysis section of this agenda item provides a summary of bills involving significant home rule pre-emptions and other emerging issues during the 2018 session.

Each week throughout the legislative session, staff distributes the *Capitol Update* newsletter to the Board to provide a concise overview of the key issues affecting Leon County before the Florida Legislature. Capitol Alliance Group provides a daily presence at the state Capitol by advocating on behalf of the County's legislative priorities with our legislative delegation and legislative leaders. In addition, Capitol Alliance Group provides a comprehensive weekly overview of legislative issues to complement the *Capitol Update* produced by staff. The 2018 legislative session is scheduled to adjourn *sine die* on March 9, 2018. In the remaining weeks of the 2018 session, staff will continue to provide weekly updates to the Board through *Capitol Update*.

Analysis:

The 2018 Florida Legislative Session commenced on January 9, 2018. Over 3,100 bills have been filed for this session and both the House and Senate have fast-tracked some of their top priority bills to the floor. Approximately 1,300 of these bills are local funding requests, in accordance with a House rule adopted prior to last year's session that requires House members to file individual bills for each request. These local funding requests, which include Leon County's legislative funding priorities, total approximately \$2.3 billion. However, the Legislature is facing a very narrow budget surplus for the upcoming state fiscal year; in September, the Legislature's chief economist presented a long-range financial analysis which projected only a \$52 million surplus for the upcoming state fiscal year (by comparison, the Governor's proposed budget totals \$87.4 billion). State economists have also projected budget shortfalls totaling nearly \$1.15 billion during the 2019-2020 fiscal year and \$1.64 billion in 2020-2021. As a result, the Legislature is expected to face another session of tense budget negotiations. The Governor's proposed budget includes \$180 million in tax cuts as well as increases for education,

environmental protection, mental health and substance abuse, and affordable housing. The Governor is also expected to seek additional funding for Visit Florida and for the Florida Job Growth Grant Fund, which was established last session as part of a budget compromise with the House and Senate. In his opening address to the Senate, President Joe Negron discussed priorities including expanding Florida Bright Futures scholarships, providing funds to address the opioid crisis, and hurricane recovery. Like last session, House Speaker Richard Corcoran has indicated the House will not support tax increases or utilizing reserve funds to balance the state budget, and will continue to advance legislation that restricts local governments' home rule authority.

With a narrow projected budget surplus, House and Senate leadership have expressed an interest in prioritizing hurricane-related initiatives during the 2018 session. House Speaker Richard Corcoran has indicated that any funding available to support local appropriation requests will be directed primarily to hurricane recovery and preparedness initiatives, and Senate President Joe Negron is expected to seek assistance particularly for the agriculture industry impacted by Hurricane Irma. The House has established a Select Committee on Hurricane Readiness and Recovery to review the state's recent hurricane response efforts and identify immediate steps as well as five to ten year plans to improve Florida's resiliency for future storms.

Update on Leon County's Legislative Priorities:

Staff has submitted appropriations requests to the House and Senate for the following projects, as approved by the Board during the October 24, 2017 Workshop on the 2018 State and Federal Legislative Priorities:

<u>Request:</u>	<u>Amount:</u>	<u>Project Phase:</u>
Leon County-Tallahassee Critical Facilities Backup Generators	\$2 million	Capital/Fixed Assets
Crooked Road Property Acquisition	\$150,000	Property Acquisition
Leon Works Expo and Junior Apprenticeship	\$100,000	Program Funding
Orchard Pond Greenway Trail, Phase II	\$300,000	Design & Construction
Lake Henrietta Renovation	\$1.5 million	Design & Construction
Fords Arm/Lexington Tributary Restoration	\$4 million	Construction
Fred George Wetland Restoration	\$1 million	Construction

On Friday, January 26, both legislative chambers published their initial draft budgets, and Leon County's appropriation request for the Orchard Pond Greenway Trail project is included in the Senate's proposed budget. The County's request is for \$300,000 and would support the design and construction of Phase II of the Orchard Pond Greenway Trail, which will be a twelve foot paved multi-use trail parallel to the Orchard Pond Parkway from the eastern parking area to Meridian Road, adding approximately 1.4 miles to the overall trail.

In addition to the funding request for Orchard Pond Greenway Trail, the County's requests for the Leon Works Expo and Junior Apprenticeship and the Fred George Wetland Restoration project have also been reported favorably by House appropriations subcommittees. Pursuant to a rule adopted by the House prior to the 2017 session, in order for a project to be considered for inclusion in the House budget, it must be filed as a standalone bill, favorably considered in committee, and made with non-recurring appropriations. Staff and the County's contract

lobbying team continue working to seek state funding for all of the County’s priority projects during the remainder of the 2018 session.

In addition to the County’s appropriations requests, staff continues working to advance our policy priorities as well. As of the drafting of this agenda item, several of the County’s policy priorities have advanced in the Legislature, and staff will provide a brief presentation to the Board at the February 13 meeting with the most up-to-date information. At this time, highlights regarding the County’s policy priorities include:

<u>Policy Issues:</u>	<u>Status:</u>
Oppose statutory changes to Section 790.06, F.S. that would allow the concealed carrying of weapons into college or university facilities.	No legislation filed for 2018.
Support enhanced state funding to support local hazard mitigation and disaster preparedness initiatives.	The House Select Committee on Hurricane Response and Preparedness approved its final report on January 16. The report’s recommendations will be forwarded to the standing substantive and fiscal committees of the House for their consideration and further development.
Support legislation that would change texting while driving to a primary offense.	HB 33 and SB 90 would make texting while driving a primary offense. Both bills have advanced in their respective chambers, and both have one committee stop remaining.
Support legislation to create a statewide Animal Abuser Registry.	HB 473 and SB 952 would strengthen criminal punishments for those convicted of animal cruelty. Leon County’s legislative team is working with the bill sponsors to seek an amendment to create a statewide registry.
Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities.	Bills are advancing in both chambers that would expand the eligible uses of existing tourist development taxes. Leon County’s legislative team is working with our delegation to seek a floor amendment that would make Leon County eligible to levy the High Tourism Impact Tax.

Of note, the table above does not include a summary of all of Leon County’s policy priorities, but rather provides a summary of policy issues that have significantly advanced in the Legislature during the 2018 session. In addition to the presentation to the Board at the February 13 meeting, staff will continue to provide weekly updates on the progress of the County’s policy and appropriations priorities through *Capitol Update*.

Update on Emerging Home Rule Preemptions and Other Legislative Issues:

Following is an update on other emerging home rule preemptions and other legislative issues during the 2018 session. This section provides a summary of major legislation affecting county governments in Florida, particularly those involving significant home rule preemptions. As above, this update is not intended to be exhaustive; staff will continue to provide weekly updates to the Board through *Capitol Update* and will provide a comprehensive End of Session Report after the Legislature adjourns *sine die*.

- *Tree Trimming, Removal, and Harvesting – HB 521/SB 574*

These bills would prohibit a local government from regulating the trimming, removal or harvesting of trees and timber on private property or requiring mitigation for tree removal or harvesting on private property. The bills would also preempt local governments from prohibiting the burial of vegetative debris on properties larger than 2.5 acres.

HB 521 was amended in the House Local, Federal & Veterans Affairs Subcommittee on January 29; the amended version of the bill limits the scope of the pre-emption to within rights-of-way owned or maintained by the state, water management districts, water control districts, neighborhood improvement districts, independent special districts, or community development districts.

HB 521 has two committee stops remaining in the House; the Senate version of the bill has not yet been heard in committee.

- *Economic Development and Tourism Promotion Accountability – HB 3/SB 1714*

HB 3, as drafted, would place additional procedural requirements and expense on county tourism development and economic development operations. This includes restrictions on the use of funds for economic development and tourism promotion that could impact local governments' ability to engage in direct marketing, incentive programs, and other activities. This bill is a priority of the House Speaker and was approved by the full House in Week 3.

The Senate version of the bill, SB 1714, was amended in the Senate Commerce and Tourism Committee on January 29. The amendment resolves many of the operational concerns associated with the tourist development portion of the bill. Leon County's legislative team continues to work with FAC to remove provisions of the bill that could negatively affect local governments' tourism and economic development activities.

- *Local Government Fiscal Transparency – HB 7/SB 1426*

HB 7 would create additional voting and notice requirements when counties issue debt. The bill would require the creation of a "debt affordability analysis" to be published in a newspaper prior to the consideration of the issuance of new debt, would require that two public hearings be held prior to issuance of debt or increases in local option sales taxes, and would require that vote counts be maintained for tax increases or issuance of tax supported debt for five years on a county's website, and would require additional auditing and remedial measures. The bill passed the House during the first week of the 2018 session.

A Senate companion bill, SB 1426, would similarly create additional advertising requirements for actions that are deemed tax increases or the issuance of tax-funded debt. The bill would require certain information be posted on county websites and would create a debt-affordability ratio to include in advertisements. SB 1426 was approved by its first of three committees on January 30.

- *Community Redevelopment Agencies – SB 432/HB 17*

These bills would increase various auditing, reporting, accountability, and ethics requirements on Community Redevelopment Agencies (CRAs); the House bill would also create a process to phase out existing CRAs unless re-authorized by a supermajority vote of the board, and would only allow new CRAs to be created by special act of the Legislature. HB 17 passed the full House during the first week of session. SB 432 has passed the first of its four committees of reference.

- *Vacation Rentals – SB 1400 and HB 773*

SB 1400, the “Florida Vacation Rentals Act,” would preempt regulation and control of vacation rentals to the state, conferring exclusive regulatory authority over such rentals to the Department of Business and Professional Regulation (DBPR). Vacation rentals would be required to obtain annual, non-transferrable licenses from DBPR. The bill would invalidate existing local regulations. SB 1400 has been approved by one of its three committees and does not have a House companion at this time.

HB 773 also addresses the local regulation of vacation rentals. This bill would prohibit counties and cities from establishing ordinances specific to short-term vacation rentals and would instead require that local regulations of activities associated with vacation rentals be applied uniformly to all residential properties. The bill would allow counties with vacation rental ordinances in place prior to June 1, 2011, to amend their ordinances, as long as the amendment makes the regulation of vacation rentals less restrictive. HB 773 has two committees of reference but has not been placed on agenda at the time of this writing.

- *Environmental Regulation – SB 1308/HB 1149*

The bills include provisions addressing the issue of contamination in residential recycling. As originally filed, the bills provide that counties and municipalities cannot require recycling of “contaminated recyclable material,” which the bill defines as material containing 15% or more contamination by solid waste or non-recyclables. As drafted, this could allow a recycling company the discretion to reject a load at curbside or at the processing facility if it contained more than 15% waste or non-recyclable material, by weight or volume. 15% contamination is considered a very low rate for residential recycling and is difficult to obtain for most local governments, even with intensive education programs.

On January 22, SB 1308 was amended in the Senate Environmental Preservation and Conservation Committee. As amended, the bill would require counties and cities to address the issue of recycling contamination in their contracts with recycling haulers and processors. Specifically, the contracts must define “contaminated recycling material” in a manner that is appropriate for the local community, taking into account available

markets for recyclable materials. The amendment removes the language establishing a 15% limit for contamination, and instead would allow local governments to determine the appropriate level. Additionally, the amendment language only applies to future contracts.

SB 1308 and HB 1149 both have two committee stops remaining. Staff will continue working with FAC to further refine the bill language.

- *Capitol Relocation Task Force – HB 1335*

On the first day of the 2018 session, a bill was filed in the House to create a task force to identify and consider options for the relocation of the state capitol building; the offices of the Governor, Lieutenant Governor, and Cabinet officers; and the legislative branch of Florida's state government. The bill, HB 1335, provides that the task force would consist of nine members to be appointed by the Governor, Senate President, and Speaker of the House to begin deliberation in September 2018. The bill would require the task force to deliver a final report to the Governor, Senate President, and Speaker of the House within 18 months, which must address the costs of relocation, cost of travel for legislators and ease of travel for the general public, and economic impact to Leon County, Tallahassee, and surrounding communities. HB 1335 has been assigned to three committees, but has not yet been scheduled for a hearing in committee. There is currently no Senate companion bill.

At its January 11, 2018 meeting, the Leon County Citizens Charter Review Committee voted to authorize its chairman to send a letter of opposition to this legislation to the Board and to the members of Leon County's legislative delegation. At the January 23 meeting, the Board voted to authorize the Chairman to send a similar letter opposing this bill to our legislative delegation and House and Senate leadership.

HB 1335 has not been placed on agenda in any of its three committees at this time. The bill currently has no Senate companion.

Update on the Florida Constitution Revision Commission:

Following is an update on proposals before the Florida Constitution Revision Commission (CRC) that may affect Leon County, particularly those that would create or expand home rule pre-emptions. Staff will continue to provide updates on CRC proposals to the Board through *Capitol Update* and will include these in the End of Session Report.

- *Proposal #13 – re: Selection and Duties of County Constitutional Officers*

This proposal would amend Article VIII of the Florida Constitution to remove the authority for a county charter or a special law to provide for choosing county constitutional officers in a manner other than election. The proposal would also prohibit a county charter from abolishing these offices, transferring the duties of a constitutional officer to another officer or office, establishing the length of their terms, or establishing any manner of selection other than by election.

Status: referred to two committees; passed both committees by 6-1 vote; will be considered by the full CRC

- *Proposal #26 – re: Domestic Security and Counter-Terrorism*

As originally filed, this proposal would create an Office of Domestic Security and Counter-Terrorism within the Department of Law Enforcement. An amendment to the proposal filed on January 24 would include language to grant a county sheriff the authority over security of county owned or operated courthouses and court facilities. This authority would include decision-making regarding “local decisions regarding the administration and operations of the Office of the Sheriff.” Without regard to budgetary constraints, local sheriffs would be constitutionally granted broad powers without the benefit of oversight currently granted to county commissions.

Status: referred to two committees; passed first committee by 6-0 vote on January 19, 2018; temporarily postponed in second committee on January 26, 2018

- *Proposal #61 – re: Home Rule Pre-Emptions*

This proposal would amend Article VIII of the Florida Constitution to provide that any law enacted by the Legislature that restricts the home rule powers granted to counties or municipalities must meet certain criteria. Specifically, any law which restricts power granted to a county or municipality must:

- 1) State with specificity the statewide necessity that justifies the restriction;
- 2) Be no broader than necessary to accomplish the statewide necessity expressed;
- 3) Contain only a single restriction of a granted power; and
- 4) Relate to only one subject.

As originally filed, Proposal #61 would only apply to home rule pre-emptions affecting municipalities. The CRC Local Government Committee adopted an amendment at its January 26 meeting that would expand the scope of the proposed amendment to include counties as well.

Status: referred to two committees; passed first committee by 4-3 vote on January 26, 2018.

- *Proposal #69 – re: Special District Finance*

The proposal would amend Section 9 of Article VII of the State Constitution to prohibit special districts, except ones created for water management purposes, from levying ad valorem taxes after January 7, 2029, or 10 years after the date of voter approval for such authority, whichever is later. The amendment would allow districts to levy ad valorem taxes beyond that date under certain circumstances, and would require ballot proposals to include specified language. Also, the amendment would require the Legislature to dissolve, merge, consolidate, or provide for appropriate disposition of special districts whose authority to levy ad valorem taxes has expired.

Status: referred to two committees; withdrawn from further consideration on January 25, 2018

- *Proposal #95 – re: Local Regulation of Commerce, Trade, or Labor*

The proposal would revise Article VIII, Section 6 to limit the power of a county, municipality, or special district to regulate commerce, trade, or labor unless the regulation applies exclusively within the respective entity's own boundaries in a manner not prohibited by law. The proposal further specifies that such regulation may not intrude upon or impede commerce, trade, or labor across the respective entity's boundaries. An amendment to the proposal was filed on January 25 that would have grandfathered existing local regulations, but would also have tightened the proposed constitutional language to specify that applicable local regulations may only be enacted by a special law of the legislature or by local referendum. The amendment was rejected in the CRC Local Government Committee on January 26; however, the underlying proposal has been added to the agenda in the CRC Local Government Committee again on February 2. Staff will continue to update the Board on this proposal through Capitol Update and will also present the most up-to-date information during the February 13 Board meeting.

Status: referred to two committees; temporarily postponed in first committee January 26, 2018

Options:

1. Accept the Mid-Session Legislative Update status report.
2. Do not accept the Mid-Session Legislative Update status report.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners

Agenda Item #2

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: December 12, 2017 Regular Meeting

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

Statement of Issue:

This agenda item seeks Board review and approval of the following meeting minutes: December 12, 2017 Regular Meeting.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the December 12, 2017 Regular Meeting

Attachment:

1. December 12, 2017 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
December 12, 2017**

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Pastor Trent Gann, First Baptist Church Woodville. Commissioner Jackson then led the Pledge of Allegiance.

AWARDS AND PRESENTATIONS

- Commissioner Dailey presented a Proclamation recognizing January 20, 2018 as Arbor Day in Leon County. Rev. Pierce Todd Withers, Chairman of the Canopy Roads Citizen Committee, thanked the Board for its unwavering support of canopy roads in Leon County.

CONSENT:

Commissioner Lindley moved, duly seconded by Commissioner Desloge to approve the Consent Agenda, with the exception of Item 9, which was pulled for further discussion. The motion carried 7-0.

1. Minutes: October 10, 2017 Crime Statistics Workshop and October 24, 2017 Regular Meeting

The Board approved Option 1: Approve the minutes of the October 24, 2017 Crime Statistics Workshop and October 24, 2017 Regular Meeting.

2. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for December 12, 2017, and Pre-Approval of Payment of Bills and Vouchers for the Period of December 13, 2017 through January 22, 2018.

3. Fiscal Year 2016/2017 Tangible Personal Property Annual Report

The Board approved Options 1 & 2: 1) Accept the FY 2016/2017 Tangible Personal Property Annual Report, and 2) Authorize the deletion of 479 tangible personal property items from the Property Control records.

4. Commissioner Appointments to the Library Advisory Board

The Board approved Option 1: Ratify individual Commissioner appointments of citizens to the Library Advisory Board for two-year terms ending December 31, 2019:

- Commissioner Dailey appoints Erik Robinson*
- Commissioner Desloge reappoints Lillie Anne Brown*
- Commissioner Jackson appoints Justin Moro*
- Commissioner Lindley appoints Gale Workman*

5. Renaming the Leon County Courthouse Annex in Honor of Retiring Circuit Judge Charles A. Francis

The Board approved Options 1 & 2: 1) Approve the renaming of the Leon County Courthouse Annex in honor of Circuit Judge Charles A. Francis, and 2) Approve the Budget Amendment realigning \$9,000 from the general fund contingency account.

6. 2018 U.S. Department of Justice Assistance Grants

The Board approved Options 1 & 2: 1) Approve the Agreement with the City of Tallahassee and the Leon County Sheriff's Office for the distribution of \$153,463 in grant funds from the U.S. Department of Justice and authorize the County Administrator to execute, and 2) Authorize staff to submit an application to the Florida Department of Law Enforcement for the U.S. Department of Justice grant funds.

7. Community Human Services Partnerships Memorandum of Understanding with the City of Tallahassee and the Repeal of Policy No. 01-04 "Human Services Grant Review Committee"

The Board approved Options 1 & 2: 1) Approve the Memorandum of Understanding with the City of Tallahassee on the Community Human Services Partnership and authorize the County Administrator to execute upon the City of Tallahassee's approval of the Memorandum of Understanding, and 2) Approve the dissolution of the Leon County Human Services Grant Committee and repeal Policy No. 01-04, "Human Services Grant Review Committee".

8. Proposed Revisions to the Joint Project Services Agreement with Choose Tallahassee

The Board approved Option 1: Approve in concept the proposed revisions to the Joint Project Services Agreement with Choose Tallahassee and authorize the County Administrator to finalize and execute a revised agreement in a form to be approved by the County Attorney.

9. Status Report on the Big Bend Cares' Care Point Health and Wellness Center

The item was pulled by Commissioner Proctor for further discussion.

Speakers:

- Dr. Ed Holifield, Longleaf Court, stated that he had been banned from the public health care facility and asserted that Big Bend Cares' should not receive any tax payer funding.
- William Tucker expressed his concerns regarding potential contaminants on the site and the banning of Dr. Holifield from the site. He declared that Big Bend Cares' should not receive any tax payer funding if they do not serve individuals who are uninsured.

Commissioner Proctor spoke at length on his concerns regarding the banning of Dr. Ed Hollifield and Ms. Sylvia Hubbard from the Big Bend Cares' (BBC) site. He stated, for the record, his belief that the County Commission was owed some kind of explanation from BBC regarding the legal basis by which Dr. Holifield and Ms. Hubbard were banned from the property. He submitted that with the County providing \$1.5 million in funding to the facility it should be provided some explanation as to why they have

been targeted by the BCC and that the Board should request the BCC rescind the ban that he regarded was unlawful from the onset. He then spoke about what he deemed was the “less than stellar representation of leadership” by Roxanne Manning, Executive Director, Community Redevelopment Authority (CRA) and overly friendly exchanges between Ms. Manning and the BBC Executive Director. He advised that he had made a request to the City Manager that she be dismissed from her role. He also discussed his concerns regarding the potential contamination of the BBC site and the cleanup that he alleged was not done. Commissioner Proctor concluded his remarks by expressing his disquiet regarding the CRA being used as a guarantee for the BCC to obtain financing and that the BCC would serve insured patients while Bond Community Health and Neighborhood Medical Service Center served uninsured patients.

Commissioner Proctor moved Option 2: Do not accept the Status Report on Big Bend Cares’ Care Point Health and Wellness Center. The motion died for lack of a second.

Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 1: Accept the Status Report on Big Bend Cares’ Care Point Health and Wellness Center. The motion carried 6-1 (Commissioner Proctor in opposition).

10. Fiscal Year 2017 Annual Performance and Financial Report

The Board approved Option 1: Accept the FY 2017 Annual Performance and Financial Report.

11. Status Report on the 2017 Leon Works Expo and Junior Apprenticeship Program

The Board approved Option 1: Accept the status report on the 2017 Leon Works Expo and Junior Apprenticeship Program.

12. Status Report on Securing a Consultant for the Development of the 2019 – 2021 Leon County Division of Tourism’s Strategic Plan

The Board approved Option 1: Accept the status report on securing professional consulting services for the development of the 2019-2021 Tourism Strategic Plan.

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

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

GENERAL BUSINESS

13. Hurricane Irma After Action Report

County Administrator Long introduced and provided a brief overview of the item. He thanked the over 530 County staff, community partners and the members of the Board for their work throughout the weather event. He shared that the After-Action Report was developed to provide a comprehensive evaluation and assessment of the plans, preparation, response, and recovery efforts associated with the storm. County Administrator Long shared that the assessment resulted in the identification of 95 findings and 65 specific recommendations on which to build upon. He informed the Board that upon its approval staff would immediately implement the recommendations. He announced that Andrew Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives; Kevin Peters, Emergency Management Director and

Mathieu Cavell, Assistant to the County Administrator for Community Relations and Resilience would make presentation of the report to the Board.

Mr. Johnson briefly summarized the components of the Report and mentioned that the County hosted eight debriefing meetings following the storm with County staff and personnel from partner agencies and hosted two community listening sessions.

Mr. Peters provided a recap of Hurricane Irma, including preparations, response and recovery efforts taken by Leon County and emergency management partner agencies. He discussed actions taken in advance of the storm, immediate response efforts, which were focused on protecting life and preventing further damage to infrastructure systems and property following the event and the stages of recovery operations in returning the community to a normal state of affairs.

Mr. Cavell reviewed key findings and recommendations from the Report regarding emergency shelter operations, road clearing and debris collections and communications and public information.

Speaker:

- Amy Datz, 1130 Crestview Avenue, encouraged the Board to find ways to ensure nursing homes are prepared to shelter in place during a severe weather event.

Commissioner Dailey thanked staff for their hard work and the development of the After Action Report. He was pleased that the issue of debris removal was addressed in the report noting that staff had already recommended that debris removal and monitoring contracts be reviewed. He also commended Administration and Public Works staff for implementing a strategy to ensure quick debris removal after the County lost several contract vendors due to debris removal opportunities in central and south Florida. Commissioner Dailey mentioned that he looked forward to a future budget discussion item to evaluate the purchase of debris removal trucks and equipment for Public Works.

Commissioner Dailey moved, duly seconded by Commissioner Lindley, approval of Option 1: Accept the Hurricane Irma After-Action Report and direct staff to implement the report's recommendations.

Commissioner Proctor also commented on the loss of several debris removal companies to central and south Florida and noted that the County's debris contracts do not require a minimum number of trucks or debris monitors to be deployed after activation of contracts. He then expressed angst that a minority contractor had not been allowed to participate in debris removal services and that they had filed a challenge to the bid.

Commissioner Proctor offered a friendly amendment to have staff amend the report to include a review of contract inclusiveness for future debris removal efforts.

Commissioner Dailey asserted that there was no discrimination with the selection of the firms and confirmed with County Attorney Thiele that a bid appeal had not been made nor was the County under suit. Commissioner Dailey then established with Tony Park, Public Works Director that he was unaware of any such situation as described by Commissioner Proctor.

Commissioner Dailey indicated that he would not accept the friendly amendment as the County has a process in place for the continual review of contracts and no firms were excluded during the selection process. He stated that he was unfamiliar with any company that was turned away during the storm response.

Commissioner Lindley stated that she was troubled by the allegations presented by Commissioner Proctor and submitted that if these types of assertions were brought forth in a public meeting the Board needed more information. She reflected on the presentation on resilience during the Annual Board Retreat and recommended that the County consider hosting a "Strengthening Your Home Day" event, whereby citizens could learn how to make their homes more resilient. She also voiced her support for the County to work toward a #HurricaneStrong designation.

County Administrator Long reminded the Board that it had adopted the recommendations brought forth by Commissioner Lindley as strategic initiatives at its Board Retreat held on December 11, 2017.

Commissioner Dozier noted the improvement in emergency management following Hurricane Hermine and thanked staff for the Report's thorough findings and recommendations. She remarked that the communication and coordination efforts between the County and public were markedly improved from Hurricane Hermine to Hurricane Irma. She mentioned that she had received e-mails regarding the curfew that was imposed on the community during the storm event and stated that she would trust law enforcement's judgement in such matters. Commissioner Dozier, also in response to public comments, suggested that staff in its communications with commissioners provide information on smaller utilities (which may only serve one neighborhood) so this can be conveyed to constituents as needed. She was delighted to learn of the recommendations related to the special needs population, i.e., increased focus on the use of the Special Needs Registry. Regarding the hosting of homeless individuals in emergency shelters, she recommended that the Big Bend Continuum of Care be included in the County's emergency management plans.

Commissioner Jackson thanked staff for their work throughout Hurricane Irma and commended former-Chairman Dailey for his leadership during the event.

Commissioner Proctor asked for clarification regarding how the County secured debris hauling contracts. County Administrator Long explained that the County had contracts executed prior to the storm; however, when resources became scarce, the County did a broad search to bring in new contracts. The County Administrator offered that the issue involving a minority contractor was related to the joint contract with the City for debris collection monitoring where it was determined that FEMA would not reimburse contracts requiring minority participation. County Administrator Long added that the appeal process had concluded with the minority contractor taking no further action.

Commissioner Proctor reiterated his stance that there was no African American participation in the debris removal process and that there was a legal challenge to participate. He encouraged staff to ensure minority participation in future debris related contracts.

The motion carried 6-1 (Commissioner Proctor in opposition).

14. Annual Sustainability Program Status Report and Update on the 2008 Climate Action Plan

County Administrator Long introduced the item. He indicated the item provides an annual program update which summarizes the Offices' accomplishments and outlines several programs and projects for the upcoming year. It also provides an update on the 2008 Climate Action Plan for Leon County operations and, per the Board's recent request, includes a preliminary analysis of the "100% Renewable by 2035" initiative. He stated that the agenda item concludes by recommending collaborating with Sustainable Tallahassee in pursuing a preliminary evaluation of how a community-wide sustainability action plan could be developed. He then invited staff to present the Annual Sustainability Program Status Report to the Board.

Tessa Schreiner, Recycling and Sustainability Manager, highlighted the accomplishments of the Office of Sustainability during the last year including 15 completed projects through the newly-launched Property Assessed Clean Energy (PACE) Program, fuel efficiencies within the Fleet Division, the 2017 Sustainable Communities Summit, expansion of Adopt-A-Tree Program, and several litter reduction and beautification events.

Maggie Theriot, Office of Resource Stewardship Director, provided the update on the 2008 Climate Action Plan and announced that 95% of the 77 action items from the plan had been completed. She discussed the challenges that the County would encounter to achieve 100% renewable energy by 2035. Recognizing that the County is not a utility it would need to partner with the City of Tallahassee and Talquin to achieve the 100% renewable goal, as it would cost the County over \$50 million to install enough solar panels to offset the utilities on just County-owned buildings. She suggested a viable option is for the County to join the "Mayors for 100%" Clean Energy Endorsement and added that Leon County would be the first county to join the endeavor. Regarding a Communitywide Sustainability Plan, Ms. Theriot suggested that staff, in conjunction with Sustainable Tallahassee, pursue a partnership with the top 10 electricity consumers in the County in an effort to holistically and collectively achieve greenhouse gas and climate reductions for the community. She conveyed that the Board will be provided a report on the feedback received from these interactions.

Speakers:

- Grant Gelhardt, 1906 Chuli Nene. Voiced his support for the development of a Communitywide Climate Action Plan.
- Bob Henderson, 497 Stonehouse Road, President of Sustainable Tallahassee, encouraged the Board to embrace sustainability and looked forward to working with the County.
- Richard Hopkins, 1209 Camellia Drive, shared that a CO2 scorecard for Leon County has been posted on the Sustainable Tallahassee website and encouraged Commissioners to view this document. He stated that any comprehensive solution to making energy renewable has to include mobile sources as well as stationary sources.
- Bart Bibler, 3673 Mossy Creek Lane, suggested consultants with expertise in both energy planning and in community facilitation assist in the development of the Plan and expressed support for staff's recommendation.
- Amy Datz, 1130 Crestview Avenue, thanked the Board for taking up this issue. She voiced support for the banning of fracking and encouraged the County to look for even more ways to be energy efficient.

- Brian Lee, 1203 Buckingham Drive, Rethink Energy Florida, expressed support for staff options 1-4 and stated that his organization looks forward to working with the County to develop a Community Wide Climate Action plan.
- John Henderson, 1551 Cristobal Drive, Chair of the Leon County Environmental Caucus, encouraged the Board to work toward the goal of 100% renewable energy.
- Pepper Uchino, 201 W. Park Avenue, Executive Director of Resilience Florida, thanked the Board and reflected on the innovative steps the County has taken toward sustainability.

Commissioner Dailey moved, duly seconded by Commissioner Jackson, approval of Options 1, 2, 3, & 4: 1) Accept the annual status update on the County's Sustainability Program; 2) Accept the status report on the 2008 Climate Action Plan for Leon County operations; 3) Authorize staff, in collaboration with Sustainable Tallahassee, to pursue next steps in the evaluation of developing a community-wide Climate Action plan, and 4) Direct staff to work with the Sierra Club to allow the County to participate in the "Mayors for 100% Clean Energy Endorsement" and prepare a future agenda item for Board consideration.

Commissioner Dailey stated that while he did not include Option 5 in his motion, he supported 100% renewable energy by 2035. He encouraged staff to enhance the Climate Action Plan and recommended that staff coordinate with local academic institutions to implement a plan to reach this goal. He spoke of electric vehicle charging stations at all County facilities and the placement of solar panels on County facilities to maximize solar energy. He also asked that Resilience Florida be included in the development of the Plan.

Commissioner Lindley stated that she would support the motion and was pleased that a Communitywide Climate Action Plan was being considered.

Commissioner Dozier commended staff's efforts and spoke to the savings that have been realized from the County's sustainability efforts. She welcomed additional solar and reflective roofs and opined this was the right time to move forward with a plan. She expressed support for participating in the Sierra Club's "Mayors for 100% Clean Energy Endorsement" and reflected on the need for support from the City, local businesses and apartment complexes within the City limits to meet the County's goal of a 75% recycling rate by 2020.

Commissioner Proctor voiced his support for the motion and recommended that the County should facilitate greater use of solar energy. He mentioned his previous request for the establishment of a Citizen Utility Review Board.

The motion carried 7-0.

15. Comprehensive Wastewater Treatment Facilities Plan Request for Proposals

County Administrator Long introduced the item. He stated that the Comprehensive Wastewater Treatment Facilities Plan (CWTFP) will provided recommended technologies, financing and management strategies and an assessment of regulatory measures related to preferred sewage treatment and disposal systems in unincorporated Leon County. He announced that the County has received extensive feedback during the process and has been guided by much citizen participation. He stated that options before the Board reflect much of the feedback received and should the Board wish to discuss that which is not included staff was available to answer any questions.

Speakers:

- Grant Gelhardt, 1906 Chuli Nene, Sierra Club, stated his support of staff's recommendation and encouraged the Board to take further steps to address water quality in Leon County, especially in the area of the Wakulla Springs Watershed.
- Anthony Gaudio, 2335 Grassroots Way, retired master septic tank contractor, asked the Board to maintain the suitability of the aquifer by taking steps to reduce nutrients.
- Pam Hall, 5051 Quail Valley Road, recommended that the Request for Proposals address the role of the master water and sewer plan.
- Debbie Lightsey, 2340 Cypress Cove Drive, asked the Board to not issue the Request for Proposals as written and encouraged the County to develop a County wide plan with alternatives to sewer.
- Alan Niedoroda, 6000 Miller Landing Cove, President of the Friends of Lake Jackson, asked that the Request for Proposal not be released in its current form, but consider the comments of Dr. Hall and Ms. Lightsey. He suggested that language be included which emphasizes this would be a countywide study and consider that nutrients affect all water bodies throughout the County. He also recommended that staff structure the RFP to include continued citizen involvement.
- Bart Bibler, 3673 Mossy Creek Lane, applauded the Board for accelerating this project and moving forward with the Request for Proposals.
- Curtis Baynes, 1323 E. Tennessee Street, submitted that this was a matter of growth and how the County would deal with waste water treatment in the future.
- Robert Deyle, 2409 Oakdale Street, Wakulla Springs Alliance, reiterated his comments that he provided in an e-mail to commissioners and thanked staff for their effort to involve citizens in the process. He asked the Board to ensure that the RFP is clear in its intent to fully assess alternatives to central sewer, that citizen input continues to be encouraged and that comments from Dr. Hall and the Alliance be considered.

Commissioner Proctor expressed his support for delaying the issuance of the RFP to address concerns raised by citizens. He spoke on the need for septic to be available to citizens on the southside.

Commissioner Proctor moved, duly seconded by Commissioner Dailey, approval of Option 3, as amended: Do not direct staff to issue the Request for Proposals for the Comprehensive Wastewater Treatment Facilities Plan based on the attached Scope of Services, and to direct staff to consider additional citizen input for the purpose of bringing back a revised scope of services.

Commissioner Dozier voiced her appreciation for the work done on this issue through the years. She asked if there was a way to move forward with the RFP and incorporate citizens' recommendations. County Administrator Long explained that staff has made significant efforts to incorporate citizen recommendations and only hesitated in accepting feedback in conflict with the Comprehensive Plan or guidance from the Board. He offered that staff could bring back an agenda item with additional analysis at the Board's next meeting.

Commissioner Dozier then indicated that she could support the motion with the understanding that additional information would be provided at the next meeting. She emphasized her desire to keep the momentum going.

The motion carried 7-0.

5:47 p.m. - Chairman Maddox announced that the Board would recess and reconvene at 6:00 p.m. to conduct the scheduled public hearings.

16. 2018 Insurance Coverages

County Administrator Long introduced the item. He conveyed that overall rates remain competitive and while they are increased slightly, they are well within the anticipated amount approved in the FY 18 budget.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the 2018 insurance coverages and authorize the County Administrator to place insurance coverages for Property; Excess Workers' Compensation; and General Liability as specified in Renewal Option 1:

- *Property Insurance (total insured value \$358,424,230); Zurich: \$717,329.*
- *Excess Workers' Compensation; Florida Municipal Insurance Trust: \$193,082*
- *General Liability (including Public Official; Employment Practices Liability; Excess Liability; Auto and Medical Malpractice): Travelers \$430,401 and Lloyds of London \$8,535.*
- *Cyber Security; Chubb, \$15,044.*
- *As the broker of record, authorize Brown & Brown to place Pollution; Accidental Death & Dismemberment; Crime; and Aviation Liability Coverages.*

Commissioner Dailey conveyed that he has a business relationship with the Florida League of Cities. He noted that Florida Municipal Insurance Trust, which is being recommended for "Excess Workers' Compensation" insurance is a separate corporate entity, with a separate Board of Directors from the Florida League of Cities. He confirmed with County Attorney Thiele that he has no conflict of interest on this item.

The motion carried 6-0 (Commissioner Dozier out of Chambers).

17. Full Board Appointments to the Joint County/City Bicycling Workgroup and the Planning Commission

County Administrator Long introduced the item.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 1: The appointment of C. Scott Dudley, Yvonne Gsteiger and Alexander Mosca to the Joint County/City Bicycling Workgroup for a three-year term ending December 31, 2020, The motion carried 7-0.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 2: The appointment of Tim Edmond to the Planning Commission for the remainder of the unexpired term ending June 30, 2019.

County Attorney advised that Mr. Edmond has a potential conflict and asked that a waiver of conflict be included in the motion.

Commissioner Desloge amended his motion to include a waiver of the conflict of interest.

The motion as amended carried 7-0.

18. Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils

County Administrator Long introduced the item.

- a. *Commissioner Dozier moved, duly seconded by Commissioner Dailey, the appointment of Commissioner Desloge to the Big Bend Continuum of Care for a two-year term ending December 31, 2019. The motion carried 7-0.*
- b. *Commissioner Lindley moved, duly seconded by Commissioner Desloge, the reappointment of Commissioners Maddox, Dozier and Dailey to the Capital Region Transportation Planning Agency for two-year terms ending December 31, 2019. The motion carried 7-0.*
- c. *Commissioner Dozier moved, duly seconded by Commissioner Dailey, the appointment of Commissioner Desloge to the Educational Facilities Authority for a two-year term ending December 31, 2019. The motion carried 7-0.*
- d. *Commissioner Proctor moved, duly seconded by Chairman Maddox, the appointment of Commissioner Jackson to the Juvenile Justice Circuit Advisory Board for a two-year term ending December 31, 2019. The motion carried 7-0.*
- e. *Commissioner Proctor moved, duly seconded by Commissioner Desloge, the appointment of Chairman Maddox to the Workforce Development Consortium-Region 5 for a two-year term ending December 31, 2019. The motion carried 7-0.*

SCHEDULED PUBLIC HEARINGS

Chairman Maddox reconvened the Board at 6:00 p.m. and the following public hearings were conducted.

19. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) Zoning District to the Lake Protection Node (LPN) Zoning District

County Administrator Long announced the public hearing. He conveyed that the subject property is located on the north side of Bannerman Road approximately 750 feet east of its intersection with Bull Headley. He stated that the rezoning is consistent with the Lake Jackson Sustainable Development Project.

Speakers:

- Steve Greenwell, 7007 Standing Pines Lane, expressed concern regarding the commercial land uses that would be permitted under the change in zoning classification. He recommended a change from LP to cluster subdivision, as this would allow the area to be maintained as primarily a residential area, but also allow the land owner to improve the value of his property.
- Frances Nicholas, 8747 Minnow Creek Drive, voiced her opposition to the rezoning request as the proposed development is in an environmentally sensitive area.
- Steve Ghazvini, 4708 Capital Circle NW, submitted that the amendment is consistent with the Comp Plan and urged the Board's approval. He stated that the intended use of the property is residential, not commercial.
- Alan Wise, 1590 Village Square Blvd, appeared as representative of the applicant. He stated that the issues of stormwater, traffic and buffers would be worked out through the development plan process. He maintained that the

rezoning is consistent with the Comp Plan and asked the Board to approve the amendment.

Commissioner Desloge pointed out that it is reasonable to expect that some type of development is going to occur on the property and asked if the Board could tie conditions or parameters to the approval of the rezoning. David McDevitt, Environmental Support and Environmental Management Director, shared that the item is a straight rezoning request and under this process the Board would not be able to tie conditions of approval to this type of request. He explained that in an effort to respond to some of the concerns expressed by residents a negotiated process with conditions could occur through a Planned Unit Development (PUD) rezoning process. He added that the developer would need to submit a concept plan that would go through several public hearings before being presented to the Board. Commissioner Desloge stated that he had received multiple concerns regarding the rezoning and would be very open to a PUD process. Mr. McDevitt mentioned that this property is a component of a larger group of properties which may be included in future development plans. He offered that a PUD process could be initiated that could master plan the entire development at one time.

Commissioner Dailey stated that he could not support staff's recommendation as a clear signal needs to be sent on what type of development would be allowed. He indicated that it was never his intent when the LPN was designed to allow density and intensity of this magnitude to be put in LPN. Commissioner Dailey suggested that the developer bring back a "great development" that would fit into the composition of the preexisting neighborhood. He also stated that he was very concerned about the environmental impact of a high density high intensity development.

Commissioner Dailey moved Option 2, as amended: Conduct the first and only public hearing and do not adopt the proposed ordinance amending the Official Zoning Map to change the zoning classification from the Lake Protection (LP) zoning district to the Lake Protection Node (LPN) zoning district, based upon the findings of fact and conclusions of law of the Planning Commission and any evidence submitted at the hearing hereon and encourage the owner and developer to come up with a plan under the current Lake Protection Zoning. The motion died for lack of a second.

Commissioner Dozier stated that this is a very challenging issue and to her it comes down to consistency. She confirmed with County Administrator Long that the proposed rezoning is consistent with County requirements. She remarked that, while understanding the concerns that have been expressed, she could not vote against a project just because it may not appear like what was envisioned with Lake Protection Node. Commissioner Dozier stated that she could support the Board revisiting the 2015 rule; however, the proposed project meets the current zoning requirements and could not object to moving it forward. She remarked that she could not support a requirement for a PUD process for the developer.

Commissioner Dailey reiterated that it was never the intent of the LPN to allow for density and intensity of this magnitude (possibly up to eight units per acre).

Commissioner Desloge again conveyed his support for a PUD project, which could include development of the other properties referenced by Mr. McDevitt. He mentioned that he supported giving the neighbors every opportunity to craft something that meets everybody's guidelines, while at the same time allowing the developer to move forward. He stated that he would rather see a holistic approach to development of the property.

Commissioner Desloge moved, duly seconded by Chairman Maddox, the indefinite postponement of the rezoning.

Commissioner Proctor confirmed with County Attorney Thiele that the proposed change would not violate the Bradfordville Settlement Agreement or the spirit of the Agreement. He stated that he did not favor requiring a PUD process for the developer and that what is being requested is within the parameters of existing zoning. He then ascertained from Mr. Thiele that LPN Zoning would increase density by eight fold. Commissioner Proctor pointed out how he has continuously expressed a desire for greater density in his district.

Commissioner Lindley submitted that the decision has been made to promote sustainable growth within the LP zone and did not believe that the Board could back out now.

A substitute motion was offered by Commissioner Lindley, duly seconded by Commissioner Dozier, for approval of Option 1: Conduct the first and only public hearing and adopt the proposed ordinance amending the Official Zoning Map to change the zoning classification from the Lake Protection (LP) zoning district to the Lake Protection Node (LPN) zoning district for the approximately 9.46+ acres portion of the parcel identified as being eligible for the Bannerman and Bull Headley Road Node of the LP Future Land Use Map (FLUM) category and in Sec. 10-6.660, Exhibit D of the Leon County Development Code, based upon the findings of fact and conclusions of law of the Planning Department

Commissioner Dozier noted that staff initially identified segments of the property that were ineligible for rezoning and asked if the remaining property proposed for rezoning is consistent with County requirements. County Administrator Long confirmed that the property meets the requirements to be considered for rezoning.

Commissioner Proctor stated that he could support the substitute motion. He mentioned the need for central sewer on the southside and lamented the one house to 10 acre requirement in place in District 1.

The substitute motion for Option 1 carried 5-2 (Commissioners Desloge and Dailey in opposition).

20. 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 Attorney Thiele announced the public hearing and confirmed there were no public speakers on the item.

Chairman Maddox noted that when the item was brought to the Board in October, there were a number of speakers who expressed concerns regarding the proposed ordinance. He commended Jessica Icerman, Assistant County Attorney and staff for their efforts to work with industry representatives to produce an ordinance that was acceptable to all; which is evident by the fact that there were no speakers on this item.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of 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, in the County's rights-of-way. The motion carried 7-0.

21. First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule

County Administrator Long announced the public hearing and confirmed there were no public speakers on the item.

Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only public hearing and adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule. The motion carried 7-0.

Upon conclusion of the public hearings, the Board resumed its General Business Agenda, Item #16.

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

- Cathy McGee, representing Big Bend Crime Stoppers, asked the Board to consider supporting the organization's "Report Crime Initiative" in the amount of \$50,000; which will match the City's commitment to funding this initiative.
 - *Commissioner Proctor moved, duly seconded by Chairman Maddox, to direct staff to bring back an agenda item on Big Bend Crime Stopper's funding request of \$50,000. The motion carried 7-0.*

COMMENTS/DISCUSSION ITEMS

County Attorney Thiele:

- Wished all a Happy Holidays.
- At the request of Commissioner Desloge, an ethics update was provided.

County Administrator Long:

- Recognized the Division of Tourism staff for the successful track and field events held at the Apalachee Regional Park.
- Mentioned that the recent ACE Tour was highly successful and thanked Commissioner Dozier for her leadership in helping secure the Tour for the County. He also thanked staff from the Office of Economic Vitality (OEV) for their efforts to ensure a positive outcome for the Tour.
- Expressed his appreciation for the guidance received from the Board at its December 11, 2017 Board Retreat.
- Extended Happy Holiday wishes.

COMMISSIONER DISCUSSION ITEMS

Commissioner Dozier:

- At the request of Solar United Neighbors of Florida and its local partners:
 - *Commissioner Dozier moved, duly seconded by Chairman Maddox, approval for a Proclamation in support of the concept of solar purchasing co-ops. To be presented at an off-site event on January 10, 2018. The motion carried 7-0.*
- Thanked OEV staff for their efforts to make the ACE Tour an exceptional event.

Commissioner Desloge:

- Reflected on the recent NACo Board meeting and relayed continued compliments from attendees on last year's NACo Board meeting hosted by Leon County.

Commissioner Dailey:

- Requested a Proclamation recognizing the United States Tennis Association 40 and over mixed doubles 7.0 National Champs at the Board's January 23, 2018 meeting. Approved without Objection.

Commissioner Proctor:

- Announced that the speaker for the Martin Luther King, Jr. Day event would be Elmore Nickleberry, the oldest surviving member of the Memphis sanitation workers strike. He added that the event would be held on January 10, 2018 at the Bethel AME Church to allow for local sanitation workers and public works staff to attend and be recognized.
- Requested the Board authorize Chairman Maddox to write a "letter of welcome" to newly hired head football coaches Willie Taggart, FSU and Willie Simmons, FAMU. Approved without Objection.

Commissioner Lindley:

- Expressed her appreciation for staff's work in preparation for the Board Retreat and in the development of the simplified Code of Ethics book.
- Wished all a Happy Holidays.

Commissioner Jackson:

- Extended Happy Holidays to everyone.

Chairman Maddox:

- Wished all a Happy Holidays.

RECEIPT AND FILE:

- None.

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 7:19 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nick Maddox, 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 #3

Leon County Board of County Commissioners

Agenda Item #3

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills & Vouchers

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

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted February 13, 2018 and pre-approval of payment of bills and vouchers for the period of February 14, 2018 through February 26, 2018.

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 February 13, 2018, and pre-approve the payment of bills and vouchers for the period of February 14, 2018 through February 26, 2018.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the February 13th meeting, the morning of Monday, February 12, 2018. 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 February 27, 2018, it is advisable for the Board to pre-approve payment of the County's bills for February 14, 2018 through February 26, 2018 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 February 13, 2018, and pre-approve the payment of bills and vouchers for the period of February 14, 2018 through February 26, 2018.
2. Do not approve the payment of bills and vouchers submitted for February 13, 2017, and pre-approve the payment of bills and vouchers for the period of February 14, 2018 through February 26, 2018.
3. Board direction.

Recommendation:

Option #1.

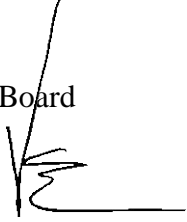
**Leon County
Board of County Commissioners**

Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

February 13, 2018

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Final Payment for Hosting the Americas Competitiveness Exchange

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Ben Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE)
Lead Staff/ Project Team:	Al Latimer, Director, Office of Economic Vitality (OEV) Cristina Paredes, Deputy Director, OEV Kerri Post, Director, Division of Tourism Scott Ross, Director, Office of Financial Stewardship

Statement of Issue:

This item seeks Board approval to utilize \$9,647 in Tourist Development contingency funds to support the final expenditures associated with hosting the 2017 Americas Competitiveness Exchange.

Fiscal Impact:

This item has a fiscal impact. Final cost associated with hosting the event totaled \$19,467, which is \$9,467 more than the original budget allocation.

Staff Recommendation:

Option # 1: Approve the Budget Amendment appropriating \$9,467 from the Tourist Development contingency fund to pay for the final cost associated with hosting the Americas Competitiveness Exchange in 2017 (Attachment #1).

Report and Discussion

Background:

At the November 22, 2016 meeting, the Board approved the submission of an application to host the Fall 2017, Americas Competitiveness Exchange (ACE) tour including utilizing tourism development funds to pay for expenses related to community tours, receptions, etc. At that time, the preliminary costs were estimated at \$10,000. However, due to the overwhelming success of the County's application, Leon County was selected to host the closing ACE 8 ceremony/reception which was not originally contemplated as part of the budget. In addition to the significant staff resources committed to the overall success of ACE 8, the Office of Economic Vitality spent an additional \$9,467 for a total of \$19,467. Consistent with the original request, staff recommends utilizing \$9,467 from the tourism development contingency fund to reimburse these expenses.

ACE tours are cooperative exchanges organized in coordination with the U.S. Government (U.S. Department of Commerce's Economic Development Administration and the U.S. Department of State), the International Trade Administration, and the Organization of American States through the Inter-American Competitiveness Network (RIAC).

An ACE tour is organized to create an opportunity for decision and policy makers in the Americas to see the results of economic development initiatives and meet high-level authorities, leaders of private sector associations, public and private universities with research and innovation centers who are looking to explore and expand the links between different economies and key stakeholders. ACE seeks to strengthen personal and professional relationships among the countries in the Western Hemisphere in order to encourage collaboration, share best practices, and ultimately strengthen the economy of the Americas. Participants are given the opportunity to see and learn from successful centers of innovation first-hand as well as increase the prospect of advancing commerce and trade between participating economies and accelerate business opportunities and collaboration for all stakeholders.

On April 7, 2017, the U.S. Department of Commerce's Economic Development Administration (EDA), in coordination with the Organization of American States (OAS) and the U.S. Department of State, announced the list of host cities and counties, which included Tallahassee-Leon County for the 8th Americas Competitiveness Exchange on Innovation and Entrepreneurship, also known as ACE 8.

Analysis:

Host communities typically pay for costs associated with the daily agenda including meals, refreshments, community tours, and evening receptions. Other expenses associated with logistical needs for the ACE, such as travel, space rental, and equipment rentals are covered by the RIAC. At the time of submitting the application, the estimated total cost of Tallahassee-Leon County's portion of the ACE tour was \$10,000. The Board authorized the County Administrator to expend an amount not to exceed \$10,000. Final costs associated with the event were \$19,467. Currently, the Office of Economic Vitality has paid the additional unanticipated expenses.

The tour portion highlighting Tallahassee-Leon County was extremely successful and well received by the attendees and RIAC. Due to this success, Tallahassee-Leon County was chosen as the location for the closing ceremonies, including “the handoff” for next year’s ACE 9 tour. Expenses associated with hosting the closing ceremony were not originally contemplated in the original budget, since the location for this ceremony had not been selected at the time of the award. Due to Tallahassee-Leon County’s presentation as part of the ACE 8 Florida Tour, it was requested that the closing events be held in Tallahassee-Leon County. The closing ceremony provided a unique opportunity for ACE tour members to meet and engage one-on-one with local business and community leaders.

The international exposure Tallahassee-Leon County has received from being a lead partner in ACE 8, for both future tourism and economic development opportunities, is significant compared to the additional minimal costs incurred. Tourist Development contingency funds are available to pay the additional costs associated with hosting the ACE 8 tour (Attachment #1).

Options:

1. Approve the Budget Amendment appropriating \$9,467 from the Tourist Development contingency fund to pay for the final cost associated with hosting the Americas Competitiveness Exchange in 2017 (Attachment #1).
2. Do not approve the Budget Amendment appropriating \$9,467 from the Tourist Development contingency fund to pay for the final cost associated with hosting the Americas Competitiveness Exchange in 2017.
3. Board Direction

Recommendation:

Option # 1.

Attachment:

1. Budget Amendment realigning funding from the Tourist Development Contingency Fund

FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18010
Date: 1/29/2018

Agenda Item No: _____
Agenda Item Date: 2/13/2018

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				

Subtotal: -

Expenditures

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				

160	304	59900	552	Other Nonoperating Uses	50,000	(9,467)	40,533
160	304	58300	552	Other Grants & Aids	610,000	9,467	619,467

Subtotal: -

Purpose of Request:

This budget amendment realigns \$9,467 from the Tourist Development general fund contingency to cover final costs related to hosting the Americas Competitiveness Exchange (ACE 8) tour including the tour's closing ceremony.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

**Leon County
Board of County Commissioners**

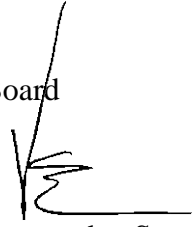
Notes for Agenda Item #5

Leon County Board of County Commissioners

Agenda Item #5

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Agreement with CareerSource Capital Region on the Summer Youth Training Program

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Jeri Bush, Volunteer Services Director

Statement of Issue:

This item seeks approval of an Agreement with CareerSource Capital Region to provide job readiness training and financial support for the Leon County Government Summer Youth Training Program as included in the FY2018 Budget process.

Fiscal Impact:

This item has a fiscal impact to the County. The total cost of the County's Summer Youth Training Program is \$80,000. As part of the budget process, the County and CareerSource Capital Region have agreed to share equally (\$40,000 each) in the cost of the program. By approval of the attached agreement, CareerSource will expend up to \$40,000 to fund program costs including wages and associated payroll costs, trainings and materials expenses.

Staff Recommendation:

Option # 1: Approve the Agreement with CareerSource Capital Region to provide job readiness training and support for the Summer Youth Training Program (Attachment #1) and authorize the County Administrator to execute.

Report and Discussion

Background:

This item seeks approval of an Agreement with CareerSource Capital Region (CareerSource) to provide job readiness training and up to \$40,000 in financial support for the Leon County Government Summer Youth Training Program as included in the FY2018 Budget. To further enhance the Leon County's Summer Youth Training Program and leverage the County's funding, during the June 20, 2017 Budget Workshop the Board approved a partnership with CareerSource to reduce the County's cost of the Summer Youth Training Program from \$80,000 to \$40,000. The proposed agreement (Attachment #1) establishes the responsibilities of the County and CareerSource, establishes the program parameters and the services provided by the CareerSource's Dynamic Futures Program.

Leon County's Summer Youth Training Program has provided Leon County youth valuable employment skills and exposure to citizenship and public service since 2000. Prior to the start of the Summer Youth Training Program session, youth selected for positions participate in an orientation session to gain general information on workplace protocols. The youth are assigned to perform a variety of entry-level tasks for a four to six-week period each summer, in County departments and divisions. Over the last two years, as part of the orientation, CareerSource has offered the Summer Youth Training Program participants a six-hour essential skills training curriculum that includes topics such as teamwork, leadership training and dress for success. The six-hour training provided by CareerSource is an abbreviated version of its Dynamic Futures Program. The Dynamic Futures Program is a year round job readiness program targeting young adults age 16-24 with little to no work experience. The Dynamics Futures Program is funded by the Workforce Innovation and Opportunity Act (WIOA) Youth Federal grant which targets at-risk, out-of-school young adults.

Analysis:

As reflected in the Agreement, the Summer Youth Training Program would continue to be open to youth that reside in Leon County; however, the eligibility age range would be revised from 14-21 to 16-24 to be consistent with the Dynamic Futures Program.

On a weekly basis, CareerSource would conduct Dynamic Futures Training for all Summer Youth Training Program participants including one-on-one goal setting; barriers discovery coaching; teamwork; leadership training; dress for success; customer service training; diversity in the workplace; soft skills training covering communication, dependability, problem solving, and taking initiative; and presentation /interview skills.

The County and CareerSource would coordinate to promote and market the Summer Youth Training Program to encourage participation among county youth. Applications would continue to be submitted to the County and County departments and divisions would continue to select participants. Prior to selecting the participants, applications would be screened by CareerSource to identify those that meet the at-risk criteria and would be shared with the County departments and divisions as part of their selection process. The at-risk criteria includes, but are not limited to, high school drop outs, pregnant youth and/or teen parent, and children that are or have been in foster care.

Those selected for employment by the County departments or divisions and meet the at-risk criteria, would have the cost to participate in the Dynamic Futures Program paid by CareerSource with WIOA funds. Those selected for employment and do not meet the at-risk criteria would have the cost to participate in the Dynamic Futures Program paid by CareerSource with County funds. Dynamic Futures Program costs include wages and associated payroll, trainings and materials expenses. CareerSource would be responsible for all human resources functions. The County would provide the funds to compensate the youth that do not meet the at-risk criteria at least 14 days prior to start of the Summer Youth Training Program. As previously referenced, funding for the positions that would be paid by the County are included in the FY 2018 budget.

Staff anticipates that most of the participants would meet the at-risk criteria of the Dynamic Futures Program. An average of 63 Summer Youth Training Program positions are available in various county department and divisions annually. Approximately 40 of the positions would be filled with youth that meet the Dynamic Futures at-risk criteria and approximately 23 would not meet the criteria. CareerSource would provide information on employment/career and/or skills training opportunities to applicants who are not selected for a Summer Youth Training Program position.

The County's Volunteer Services Division would coordinate the Summer Youth Training Program with CareerSource. The annual luncheon with County Commissioners and senior County staff would continue to be held at the end of the Summer Youth Training Program each summer. All expenses for the luncheon, workplace materials and supplies that participants may need to perform their duties would be incurred by the County.

The Agreement has a term of two years. If approved by the Board, the Agreement would be effective upon execution by the County Administrator and the Chief Executive Officer of CareerSource. Subsequent to the Board's approval of the Summer Youth Training Program Agreement with CareerSource, the County Administrator would execute the WIOA Work Experience Activity Worksite Agreement.

Options:

1. Approve the Agreement with CareerSource Capital Region to provide job readiness training and support for the Summer Youth Training Program (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the Agreement with CareerSource Capital Region to provide job readiness training and support for the Summer Youth Training Program and do not authorize the County Administrator to execute.
3. Board Direction

Recommendation:

Option # 1.

Attachment:

1. Agreement with CareerSource Capital Region on the Summer Youth Training Program

AGREEMENT

This Agreement is entered into this ____ of February 2018, between LEON COUNTY, FLORIDA, a Charter County and Political subdivision of the State of Florida (hereinafter the “County”) and CareerSource Capital Region (hereinafter the “Contractor”), collectively, the “Parties”.

RECITALS

WHEREAS, since 2000, the Summer Youth Training Program (SYTP) has provided Leon County youths valuable employment skills with County departments and exposure to citizenship and public service; and

WHEREAS, the Contractor’s Dynamic Futures Program is a work readiness educational program that provides up to 320 hours of work experience to youths ages 16-24 years old to prepare for careers with human resources basic training, leadership training, and teamwork training; and

WHEREAS, since 2015 the County and Contractor have collaborated to offer SYTP participants with an abbreviated version of the Dynamic Futures Program with a one-day curriculum that provides leadership training, teamwork training, dress for success, customer service training, diversity in the workplace as well as soft skills training and professionalism training; and

WHEREAS, on June 2017, the Leon County Board of County Commissioners approved the arrangement with Contractor to realign the SYTP with Contractor’s Dynamic Futures to commence in 2018 to provide SYTP participants an enhanced level of career skills and training while working at the County; and

NOW, THEREFORE, the Parties do hereby covenant and agree as follows:

1. EFFECTIVE DATE; TERM; RENEWAL

a. This Agreement shall be effective commencing nunc pro tunc to October 1, 2017 and shall continue until September 30, 2018 hereinafter “Initial Term”.

2. After the Initial Term, this Agreement may be extended for an additional one (1) year term upon the same terms and conditions as herein set forth, provided same is agreed to by the Parties in writing. SCOPE OF SERVICES

a. The Parties agree:

1) The SYTP will commence each summer following the conclusion of the Leon County regular school year, but no earlier than the week after the Memorial Day holiday.

2) The SYTP work period will be for no less than four weeks and no more than eight weeks each summer.

- 3) Leon County residents ages 16 through 24 are eligible to participate in the SYTP.
 - 4) Eligible participants that meet certain at-risk criteria such as youth not enrolled in high school or college will have their wages paid by Contractor with federal funding made available by the federal Workforce Innovation and Opportunity Act (WIOA).
 - 5) Eligible participants that do not meet the at-risk criteria will have their wages paid by Contractor with funding made available by the County.
- b. The County agrees to:
- 1) Execute WIOA Work Experience Activity Worksite Agreements and complete worksite applications for each County work location that will place a SYTP participant.
 - 2) Provide onsite, day-to-day supervision of SYTP participants including coaching, counseling, training, and performance feedback.
 - 3) Provide up to \$40,000 for Program costs for SYTP participants that are ineligible for WIOA funding. Program costs include wages and associated payroll costs, Dynamic Futures trainings and materials expenses associated with delivering the Dynamic Futures training. Funding for the Program will be provided to Contractor at least 14 days prior to the start date of the SYTP participants.
 - 4) Conduct one or more workshop(s) for County supervisors to discuss the SYTP and the Dynamic Futures Program.
 - 5) Develop worksites and positions descriptions and information regarding the skill sets that will be learned from the work experience for approved Summer Youth Participants.
 - 6) In cooperation with the Contractor, promote and provide marketing and media support for the SYTP.
 - 7) Create a testimonial video that features the partnership with the Contractor.
 - 8) Receive and screen all applications for SYTP eligibility.
 - 9) Select eligible candidates for SYTP positions.
 - 10) Conduct criminal background checks on SYTP participants prior to the start date of the Program.

- 11) Provide participants with all necessary materials and equipment for positions as well as safety training for all positions.
 - 12) Develop work schedules for STYP participants.
 - 13) Host and fund the SYTP Luncheon held at the conclusion of each summer.
- c. The Contractor agrees to:
- 1) Manage all administrative Human Resources functions for all SYTP positions including payroll, I-9 documentation, and workers' compensation insurance.
 - 2) Review applications provided by the County for WIOA eligibility prior to the County's final selection of participants.
 - 3) Conduct SYTP orientation and Dynamic Futures Training for all enrolled participants. The Dynamic Futures Training will be conducted at least weekly.
 - 4) Support the promotional efforts coordinated by the County by creating marketing materials for distribution.
 - 5) Coordinate with the County on workshops for the SYTP and the Dynamic Futures Program.
 - 6) Complete supervisor onsite orientation for all County worksite supervisors that includes training on the use of timesheet software.
 - 7) Provide workers' compensation coverage for all SYTP Participants.
 - 8) Provide information on employment, career and skill training opportunities to applicants not selected to participate in the SYTP.

3. CONTRACT SUM

- a. The County shall provide up to \$40,000 for program costs for STYP participants that are ineligible for WIOA funding. Program costs include wages and associated payroll costs, Dynamic Futures trainings and materials expenses associated with delivering the Dynamic Futures training.
- b. County funding shall be contingent upon approval of the County's annual budget by the Leon Board of County Commissioners.
- c. Funding for the Program will be provided to Contractor at least 14 days prior to the start date of the SYTP participants.

4. TERMINATION

- a. The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Contractor.
- b. Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

5. INDEMNIFICATION

- a. The Contractor shall indemnify and hold harmless the County, its officials, officers and employees, from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- b. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.
- c. The Contractor shall be liable to the County for any and all reasonable costs incurred by the County to correct, modify or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentionally wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

6. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph b above. The County may reproduce any written materials generated as a result of the Contractor's work.
- d. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- e. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- g. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
 - 1) Keep and maintain public records required by the County to perform the Services required under this Agreement.
 - 2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term

of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.

- 4) Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-606-1970, BushJ@LeonCountyFl.gov, Human Services and Community Partnerships, 918 Railroad Avenue, Tallahassee, FL 32310.**

7. NOTICE

- a. Upon execution of the Agreement, the Contractor shall provide in writing, the name of the Contractor's staff member who will be responsible for the submission of all Contractor's records, reports, invoices or documents to the County necessary for the administration of this Agreement.
- b. All invoices must be submitted electronically to Jeri Bush, Director, Leon County Volunteer Services; Bushj@leoncountyfl.gov All other related correspondence, documents, records or reports shall be submitted to:

Name: Jeri Bush
Address: 918 Railroad Avenue,
Tallahassee, FL 32310
if not otherwise provided electronically.
- c. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier

or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Contractor: Name: Jim McShane
 Address: 2601 Blaire Stone Road
 Tallahassee, FL 32301

Notice to the County: Name: Jeri Bush
 Address: 918 Railroad Avenue
 Tallahassee, FL 32310

8. CONTRACT MANAGEMENT:

- a. The Volunteer Services Director, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for professional services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.

9. INSURANCE

- a. The Contractor shall provide workers' compensation insurance for all SYTP participants. The cost of such insurance shall be the sole responsibility of the Contractor.

10. MISCELLANEOUS PROVISIONS

- a. Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of the County.

- b. Conflicting Employment

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

- c. Licenses

The Contractor shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Contractor shall be in default of this Agreement as of the date such license is lost.

d. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the prior written consent of the County.

e. Monitoring

The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement, and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement.

f. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor its affiliates have been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be cause for termination of this Agreement by the County.

g. Unauthorized Alien(s) And E-Verify

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the County.

h. Non-Waiver

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

i. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

j. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

k. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

l. Compliance With Anti-Discrimination Legislation

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Contractor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

m. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

n. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

o. Force Majeure

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government (“Force Majeure”), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term “Force Majeure” does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

p. Survival of Obligations

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

q. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

r. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

s. Attorneys' Fees and Costs.

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS THIS PAGE]

WHERETO, the Parties have set their hands and seals and executed this Agreement the date set forth below.

LEON COUNTY, FLORIDA

CONTRACTOR

BY: _____
Vincent S. Long
County Administrator

BY: _____
Jim McShane
Chief Executive Officer

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**Leon County
Board of County Commissioners**

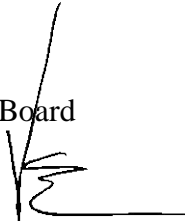
Notes for Agenda Item #6

Leon County Board of County Commissioners

Agenda Item #6

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Proposed Amendments to the State Housing Initiative Partnership Local Housing Assistance Plan (SHIP-LHAP)

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Office of Human Services and Community Partnerships

Statement of Issue:

This item recommends amendments to the Leon County's State Housing Initiative Partnership Local Housing Assistance Plan in order to implement recommendations of the Joint Affordable Housing Workgroup and to implement best practices of liked sized affordable housing programs.

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Approve the amendments to the Leon County State Housing Initiative Partnership Local Housing Assistance Plan (Attachment #1) and adopt the associated Resolution (Attachment #2) for submittal to the Florida Housing Finance Corporation.

Report and Discussion

Background:

On October 26, 2017, the County and City Commission held a joint workshop to consider the recommendations of the Tallahassee-Leon County Affordable Housing Workgroup (Workgroup). At that time the two Commissions approved the Workgroup's recommendations which included several recommendations that would serve to increase collaboration and coordination between the County, City of Tallahassee (City) and local affordable housing partners. Since revenues awarded through the State Housing Initiative Partnership (SHIP) are the primary source of funding for the County's affordable housing program, amendments to the State Housing Initiative Partnership Local Housing Assistance Plan (SHIP-LHAP) are needed in order to enhance the collaboration with local affordable housing partners.

The Florida Housing Finance Corporation (FHFC) administers the SHIP Program, which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program is designed to serve very low, low and moderate income families as defined in the FHFC SHIP Income Limits table (Attachment #3). Funds are awarded to local governments on a population-based formula.

In accordance with Chapter 67-37.005 FAC, local governments that participate in the SHIP program are required to submit a SHIP-LHAP every three years that describes the affordable housing strategies that will be implemented with SHIP funds. This includes programs such as down payment assistance, housing rehabilitation and home replacement. On May 23, 2017, the Board adopted the County's SHIP-LHAP for FY 2018, FY 2019 and FY 2020. SHIP funds awarded to Leon County can only be used in the unincorporated areas of the county. For FY2018 the County has been awarded \$426,361.

On January 18, 2018, the Leon County Affordable Housing Advisory Committee (AHAC) reviewed and approved the proposed amendments to the SHIP-LHAP for the Board's consideration. The FHFC also reviewed and gave preliminary approval of the amendments on January 23, 2018.

This item is essential to the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 23, 2018 meeting:

- Implement the Joint County-City Affordable Housing Work Group's recommendations to develop a holistic plan for the redevelopment of a multifamily affordable housing project and identification of additional transitional housing opportunities through community partnerships (2016-28 rev. 2017)

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

- (Q4) Support and promote access to basic health and welfare services to our community members most in need.
- (Q5) Support strong neighborhoods.

Analysis:

SHIP-LHAP Amendments

The State Housing Initiative Partnership Local Housing Assistance Plan describes the County's affordable housing programs and services (also known as strategies). The State requires that all jurisdictions receiving SHIP funds develop an LHAP. The proposed amendments to the SHIP-LHAP would allow the County's Housing Program greater opportunity for collaboration with local affordable housing partners. In addition, the proposed changes would make Leon County's LHAP more consistent with the Plans of similar and like-size communities. The most significant proposed changes to the SHIP-LHAP are outlined in the following six strategies:

- Purchase Assistance for Existing Units Without Repair
- Purchase Assistance for Existing Units Needing Repair
- Home Rehabilitation
- Home Replacement
- Disaster Mitigation
- Emergency Housing Repair

In addition, access to SHIP funding would be limited to once every 10 years for each awardee, except in cases when disaster and emergency repair assistance is needed. This change would allow the County to maximize the number of residents that can be provided assistance with SHIP funds. The ten-year limit has been included in all of Leon County's LHAP strategies.

Purchase Assistance for Existing Units without Repair

The proposed amendment increases the maximum down payment and closing cost allowances from \$7,500 to \$10,000 for the purchase of a home that does not require repair. Amending the current strategy would make Leon County's assistance for these services comparable to most like-size communities, as well the City of Tallahassee (Attachment #4). The change would apply only to applicants who meet the very low and low-income criteria. The maximum payment for applicants meeting the moderate income criteria would remain at \$7,500.

Applicants would also be required to complete a homebuyer education program with a counseling agency approved by the U.S. Department of Housing and Urban Development (HUD) prior to closing. The amendment also decreases the length of the loan term from 30 years to 10 years which is the reasonable standard for most down payment assistance programs. Down payment and closing cost assistance funds cannot be used for mobile homes. Florida Statutes limits the use of SHIP funds for mobile home repair or replacement to no more than 20% of the total award.

Additionally, this strategy would include language to allow the County to contract with local affordable housing organizations for the administration of the Purchase Assistance for Existing Units without Repair program. This would align with the recommendations of the Workgroup for the County to increase its coordination and collaboration with local affordable housing partners. The organizations that would administer the program (referred to by the FHFC as sub-recipients), would be required to be a licensed mortgage broker and have staff that are licensed

mortgage loan originators. Staff would seek a request for proposals to administer the Purchasing Assistance program and bring back an agenda item for Board approval of a contract.

Purchase Assistance for Existing Units Needing Repair

This strategy provides SHIP funds for down payment and closing costs associated with the purchase of a home that requires repair. The maximum award for moderate income residents would be increased from \$7,500 to \$10,000. The maximum award would remain at \$10,000 for low-income residents and \$15,000 for very-low-income residents. A portion of the funding, up to \$1,500, could be used for temporary relocation while the rehabilitation project is completed. The loan term would be decreased from 30 to 10 years. Applicants would be required to secure a Federal Housing Administration (FHA) 203K loan in order to make improvements to their homes. The FHA 203K loan provides potential homeowners financing to purchase a home as well as funds to make necessary repairs. Applicants would also be required to complete a homebuyer education program with a HUD approved counseling agency prior to closing.

Changes to this strategy would also include language authorizing the County to contract with local affordable housing organizations to administer the Purchase Assistance for Existing Units Needing Repair program. This program is similar to the Purchase Assistance for Existing Units without Repair Strategy. The organizations that would administer the program (referred to by the FHFC as sub-recipients) would be required to be licensed mortgage brokers and have staff that are licensed mortgage loan originators. Staff would select an agency to administer the program through a request for proposal process and prepare an agenda item for Board approval of the contract.

The purpose of this strategy is to encourage revitalization and homeownership in distressed neighborhoods. This new strategy also supports the Workgroup's recommendation for the County and City to form partnerships that support local agencies' efforts to increase single family homeownership with financial assistance and incentives.

Home Rehabilitation

The Home Rehabilitation Strategy provides SHIP funds for repairs to homes located in unincorporated Leon County. The proposed changes to this strategy would clarify that the homes must be owned by the resident seeking assistance. The resident would also be required to state that the purpose of the home rehabilitation project is to make repairs that improve health and safety and correct code violations. Insurability would also be included as a qualified rehabilitation expense in order to assist applicants that need to make improvements required to secure property insurance. Additionally, home rehabilitation funding could be utilized for water and sewer connections including tap fees.

The most significant change to this strategy would be the length of the loan term. The loan term would be capped at 10 years instead of the current 20 years. This would be consistent with comparable communities and the City of Tallahassee as identified in Attachment #5.

In order to facilitate and encourage greater participation by contractors on home rehabilitation and home replacement projects, this amendment proposes that contractors be limited to five home rehabilitation and/or home replacement projects at a time. Over the past few years only two contractors have consistently competed and been awarded affordable housing rehabilitation and replacement contracts. This has resulted on occasion in one contractor having as many as 6 to 8 open projects causing unnecessary delays for the homeowners. Establishing a cap on the number of active/open awards for one contractor would allow more contractors access to affordable housing projects and reduce delays in the completion of the housing projects. The cap would only apply to projects funded through the Housing Services Division and would not include projects a contractor has or may be awarded through the request for proposal process in other County departments. The five county housing project limit does not apply if a contractor is the sole bidder.

Amendments to this strategy would also add relocation assistance of up to \$1,500 for rehabilitation projects with costs that total \$20,000 or more. This would allow clients to relocate during major interior improvements and/or utility suspension to reduce project delays and reduce the liability for the contractor.

Home Replacement

The Home Replacement Strategy provides SHIP funds for the replacement when repairs to the existing home exceed 50% of the current value, as determined by the County Housing Services staff. The maximum award for stick built and modular homes would be increased from \$108,000 to \$125,000. The proposed increase is based on feedback staff received in its outreach to the Tallahassee Builders Association to encourage more contractor participation. As reflected in Attachment #4, the City of Gainesville has a similar maximum amount for home replacements. The maximum award for relocation would be increased from \$500 to \$1,500 for all home replacement projects as well.

Disaster Mitigation

The Disaster Mitigation Strategy provides SHIP funds to repair home damages caused by a disaster that is declared by an Executive Order of the Florida Governor or U.S. President. The amendments to the Disaster Mitigation strategy would establish a maximum award amount of \$10,000. Currently, the maximum awards vary among the different strategies. Additionally, moderate income residents would also be eligible for the funds. The proposed maximum amount and inclusion of moderate income residents align with the strategies in comparable size communities as illustrated in Attachment #6.

Emergency Housing Repair

Although a strategy is in place to allow for the use of up to \$1,650 in SHIP funds for emergency home repair services, these funds have not historically been used for this purpose and have been diverted to other strategies to provide more long-term solutions. Currently, emergency home repair services are addressed with Housing Finance Authority of Leon County (HFA) funds. However, due to the nominal maximum award amount, HFA funds are generally used for short-term emergency remedies such as tarps for roof leaks and pump-out service for septic tank

issues, until the funding for long term solutions can be secured. This often results in long delays for the homeowner. The proposed change to the Emergency Housing Repair Strategy would increase the maximum award from \$1,650 to \$2,500. In conjunction with this change, staff also intends to propose that the HFA increase its maximum award from \$1,650 to \$2,500 for the Emergency Home Repair program. Eligibility criteria for accessing SHIP emergency repair funds and HFA emergency repair funds would be the same. With these changes, applicants who are eligible for HFA emergency repair funds and SHIP emergency funds, would have an opportunity to secure a maximum of \$5,000 (up to \$2,500 from each program) for a faster and more permanent home repair solution after an emergency or disaster.

Conclusion

The proposed amendments to the SHIP-LHAP will better position the County to address the affordable housing needs of citizens residing in the unincorporated areas of Leon County and facilitate greater collaboration and coordination with local affordable housing partners. As previously mentioned, FHFC has granted preliminary approval of the proposed amendments to the SHIP-LHAP. Staff will submit a formal SHIP-LHAP (Attachment #1) to FHFC upon the Board's approval of the proposed amendments and adoption of the associated Resolution (Attachment #2).

Options:

1. Approve the amendments to the Leon County State Housing Initiative Partnership Local Housing Assistance Plan (SHIP-LHAP) (Attachment #1) and adopt the associated Resolution (Attachment #2) for submittal to the Florida Housing Finance Corporation.
2. Do not approve the amendments to the Leon County State Housing Initiative Partnership Local Housing Assistance Plan (SHIP-LHAP).
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Amended Leon County SHIP-LHAP for 2017-18, 2018-19, and 2019-20.
2. Resolution approving the amendments to the Leon County State Housing Initiatives Partnership Local Housing Assistance Plan (SHIP-LHAP) for 2017-18, 2018-19, 2019-20
3. Ship Program Income Chart
4. SHIP-LHAP Purchase Assistance Strategy Comparison
5. SHIP-LHAP Housing Rehabilitation and Replacement Strategy Comparison
6. SHIP-LHAP Disaster Mitigation Strategy Comparison

LEON COUNTY, FLORIDA

**STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

2017-2018, 2018-2019 and 2019-2020

Table of Contents

Description	Page #
SECTION I. PROGRAM DETAILS	3
SECTION II. HOUSING STRATEGIES	7
A. Purchase Assistance for Existing Units without Repair	7
B. Purchase Assistance for Existing Units Needing Repair	9
C. Home Rehabilitation	11
D. Home Replacement	13
E. Disaster Mitigation	15
F. Emergency Housing Repair	17
G. Foreclosure Avoidance	18
H. Housing Rental Assistance	21
SECTION III. INCENTIVE STRATEGIES	22
A. Expedited Permitting	22
B. Ongoing Review Process	22
C. Other Incentives Strategies Adopted	23
SECTION IV. EXHIBITS	24
A. Administrative Budget for each fiscal year covered in the Plan	24
B. Timeline for Estimated Encumbrance and Expenditure	25
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	26
D. Signed LHAP Certification	29
E. Signed, dated, witnessed or attested adopting resolution	31
F. Ordinance: No changes – N/A	
G. Interlocal Agreement: N/A	

SECTION I. PROGRAM DETAILS:

A. Name of the participating local government: Leon County

Is there an Interlocal Agreement: Yes _____ No: X

B. Purpose of the program:

1. To meet the housing needs of the extremely low, very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2017-2018, 2018-2019 and 2019-2020

D. Governance: The State Housing Initiatives Partnership (SHIP) Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation (FHFC) programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers, local lenders, neighborhood associations, and convening Leon County's citizen Affordable Housing Advisory Committee. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability, when applicable.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status annually. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies:

The County will accept applications during the advertised “Application Period” which will be 30 days. From the end of the application period, applicants will have 30 days to submit all required documentation in order to be deemed eligible. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be to serve Essential Services Personnel (ESP). These applicants will further be ranked with priority given to very-low income, then low, then moderate. After serving enough Special Needs households to meet set-asides and any qualified ESP for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

Ranking Priority:

1. Special Needs Households
 - a. Very low
 - b. Low
 - c. Moderate
2. Essential Services Personnel
 - a. Very low
 - b. Low
 - c. Moderate
3. After Special Needs Set-asides and ESP goals are met
 - a. Very Low
 - b. Low
 - c. Moderate

- J. Discrimination : In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling: Support services are available from various sources. The County will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling through qualified HUD approved agencies.
- L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S.

Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department

Local HFA Numbers

- M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance, whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget: A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Leon County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *“A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration: Administration of the local housing assistance plan will be wholly performed and maintained by Leon County.
- R. Project Delivery Costs: In addition to the administrative costs listed above, the County will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.
- S. Essential Service Personnel Definition: For the purpose of SHIP funding, the County considers the following groups as Essential Services to our county: First Responders, Educators in K-12, Nurses, Active Military, and National Guard stationed in the county.
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:

The County will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:

- 1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
 - 2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - a. Toilets: 1.6 gallons/flush or less,
 - b. Faucets: 1.5 gallons/minute or less,
 - c. Showerheads: 2.2 gallons/minute or less;
 - 3. Energy Star qualified refrigerator;
 - 4. Energy Star qualified dishwasher, if provided;
 - 5. Energy Star qualified washing machine, if provided in units;
 - 6. Energy Star qualified exhaust fans in all bathrooms; and
 - 7. Air conditioning: Minimum SEER of 14. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
- U. Describe efforts to meet the 20% Special Needs set-aside: The County will partner with social service agencies serving the designated special needs population to achieve the goal of the special needs set-aside. The goal will be met through owner occupied housing rehabilitation and housing replacement, down payment assistance, emergency repair, and rental assistance strategies.
 - V. Describe efforts to reduce homelessness: The County will work with agencies serving the homeless populations primarily through Leon County’s Housing Rental Strategy

(Strategy H) to place these individuals or families in rental or transitional housing for the purpose of providing a stable housing situation for twelve (12) months.

SECTION II. HOUSING STRATEGIES:

A. <i>Purchase Assistance for Existing Units Without Repair</i>	Code 2
---	--------

- a. Summary of Strategy: SHIP funds will be awarded for down payment and closing costs associated with the purchase of a home that does not require repair.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low, and Moderate

- d. Maximum award: Very Low: \$10,000 ~~\$7,500~~
Low: \$10,000
Moderate: \$7,500

- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: 10 ~~30~~ years
 4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
 5. Repayment: Not required as long as this ~~the~~ loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding

balance of the loan will be due and payable.

- (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
- i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
- (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: Sub-recipient(s) may administer a portion or this entire program for which a SHIP service delivery fee is paid for this activity. Sub-recipients would be selected in accordance with Leon County's Purchasing Policy. A sub-recipient must be a licensed mortgage broker and have staff that are licensed mortgage loan originators. A sub-recipient's past experience and performance with similar programs, personnel and financial capacity to administer the program, and ability to leverage funds or additional services will be taken into consideration as part of the selection process. N/A
- h. Additional Information: Applicants must complete a homebuyer education program with a HUD-approved counseling agency before closing. Applicants must secure a first mortgage by an approved lender and must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs. At that point, funds are reserved for the applicant for no more than 90 days. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4~~th~~).

~~Mobile homes are not eligible to receive assistance from this program. Eligible units shall be either stick built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.~~

All eligible units must be located in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

B. Purchase Assistance for Existing Units Needing Repair	Code 1
--	--------

- a. Summary of Strategy: SHIP funds will be awarded for down payment and, closing costs to purchase the home in need of repair, ~~or to make necessary repairs to purchase home.~~

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low, Low, and Moderate

- d. Maximum award: Very low: \$15,000 (up to \$1,500 for temporary relocation)
 Low: \$10,000 (up to \$1,500 for temporary relocation)
 Moderate: \$10,000 (up to \$1,500 for temporary relocation)
\$7,500

- e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 10.30 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required as long as this the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;

- ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
- (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups. Applicants must secure an FHA 203K Loan.
- g. Sponsor/Developer Selection Criteria: Sub-recipient(s) may administer a portion or this entire program for which a SHIP service delivery fee is paid for this activity. Sub-recipients would be selected in accordance with Leon County's Purchasing Policy. A sub-recipient must be a licensed mortgage broker and have staff that are licensed mortgage loan originators. A sub-recipient's past experience and performance with similar programs including the FHA 203K Loan Program, personnel and financial capacity to administer the program, and ability to leverage funds or additional services will be taken into consideration as part of the selection process. N/A
- h. Additional Information: Applicants must complete a homebuyer education program with HUD-approved counseling agency before closing. Applicants must secure a first mortgage by an approved lender and must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs. At that point, funds are reserved for the applicant for no more than 90 days. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).

~~Mobile homes are not eligible to receive assistance from this program. Eligible units shall be either stick built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.~~

All eligible units must be located in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

C. Home Rehabilitation	Code 3
------------------------	--------

- a. Summary of Strategy: SHIP funds will be awarded to owner-occupied households in need of repairs for health, safety, insurability, and to correct code violations, ~~health and safety issues, electrical, plumbing, roofing, windows and other structural items.~~ This will include structural improvements, accessibility rehabilitation, and water and sewer connections including tap fees.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low, and Moderate
- d. Maximum award: \$50,000 for rehabilitation
 \$1,500 for temporary relocation
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years: \$0 - \$10,000
 Ten (10) years: \$10,001 - ~~\$50,000~~ \$20,000
 ~~Twenty (20) years: \$20,001 - \$50,000~~
 - 4. Forgiveness: Loans are forgiven in the following manner:
 - (1) Five-year loans on a prorated basis of 20% per year
 - (2) Ten-year loans on a prorated basis of 10% per year
 - ~~(3) Twenty-year loans on a prorated basis of 5% per year~~
 - 5. Repayment: Not required as long as this the loan is in good standing
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.

(5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

No rehabilitation contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.

Rehabilitation projects of \$20,000 or more will be eligible for relocation assistance.

All eligible units must be located in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

<i>D. Home Replacement</i>	<i>Code 4</i>
----------------------------	---------------

- a. Summary of Strategy: SHIP funds will be awarded for the removal and replacement of existing owner-occupied single family homes if the county finds that rehabilitation of the home surpasses 50% of the current value of the home.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: ~~\$125,000~~~~\$108,000~~ (~~for~~ stick built and modular homes)
\$108,000 (~~for~~ mobile homes located in a flood plain)
\$75,000 (~~for~~ mobile homes not located in a flood plain)
~~\$1,500~~~~\$500~~ (~~for~~ temporary relocation assistance)
~~\$1,500~~ (~~temporary relocation assistance located in flood plain~~)
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 20 years
 - 4. Forgiveness: Loan is forgiven on a prorated basis of 5% per year
 - 5. Repayment: Not required as long as the loan is in good standing.
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinances the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance

requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

No rehabilitation contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.

All eligible units must be located in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

E. Disaster Mitigation	Code 5
------------------------	--------

- a. Summary of Strategy: SHIP funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President of the United States or Florida Governor.

Eligible repairs may include repairs to damage associated with a disaster, including but not limited to: the purchase of emergency supplies for eligible households to weather proof damaged homes, repairs to prevent further damage, tree and debris removal to make housing units habitable, relocation expenses, insurance deductible reimbursements, and post-disaster repairs. Post disaster rehabilitation activity may include repairing structural damage, roof repair/replacement, demolition costs, and retrofitting activities such as waterproofing or elevating a structure to meet requirements of the National Flood Insurance Program, ~~and Chapter 161, F.S.~~

Repairs will be prioritized as follows:

- 1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
- 2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
- 3. Repairs necessary to make the home habitable.
- 4. Repairs to mitigate dangerous situations (exposed wires)

~~SHIP funds may be awarded for expenditures allowed in Florida Administrative Code 67-37.005(9), which are as follows:~~

- ~~1. Payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;~~
- ~~2. Security deposit for eligible recipients that have been displaced from their homes due to disaster;~~
- ~~3. Rental assistance for eligible recipients that have been displaced from their homes due to disaster;~~
- ~~4. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster;~~
- ~~5. Construction of wells or repair of existing wells where public water is not available.~~

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very Low, ~~and~~ Low, ~~and~~ Moderate
- d. Maximum award: \$10,000 ~~The maximum awards are presented in the categories of emergency disaster repair, rehabilitation and replacement and are as follows:~~
 - ~~1. Emergency Disaster Repair Grant~~
 - ~~i. \$1,650~~
 - ~~2. Rehabilitation~~
 - ~~i. \$50,000 (stick built, mobile homes, and modular homes)~~
 - ~~ii. \$500 (temporary relocation assistance)~~
 - ~~iii. \$1,500 (temporary relocation assistance located in flood plain)~~

~~3.—Replacement~~

- ~~i.—\$108,000 (stick built and modular homes)~~
- ~~ii.—\$108,000 (mobile homes in a flood plain)~~
- ~~iii.—\$75,000 (mobile homes not located in a flood plain)~~
- ~~iv.—\$500 (temporary relocation assistance)~~
- ~~v.—\$1,500 (temporary relocation assistance located in flood plain)~~

e. Terms:

1. Repayment loan/deferred loan/grant: ~~Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note. Except for the Emergency Disaster Repair Grant, funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.~~
2. Interest Rate: 0%
3. Years in loan term: Five (5) years
4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - iv. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.

f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:

1. Must provide proof of homeowner's insurance
2. Must file for and use proceeds from insurance as first option

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

All eligible units must be located in unincorporated Leon County.

<i>F. Emergency Housing Repair</i>	<i>Code 6</i>
------------------------------------	---------------

- a. Summary of Strategy: SHIP Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, or electrical or plumbing problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. This strategy will only be used for an applicant who has applied for, but will not receive assistance through the owner occupied rehabilitation strategy within the next three months of application submittal. When an applicant is assisted with emergency repairs, they will not lose their place on the rehabilitation waiting list. However, the amount of funds expended for the emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance through the rehabilitation strategy. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's policy.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: ~~\$2,500~~ ~~\$1,650~~
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

SHIP funds may be used alone or in conjunction with CDBG and any other Housing

funds to cover the cost of repairs described under this strategy.

~~No third-party verification required.~~ All eligible units must be located in unincorporated Leon County.

<i>G. Foreclosure Avoidance</i>	<i>Code 7</i>
---------------------------------	---------------

- a. Summary of Strategy: SHIP Funds will be awarded to applicants to bring current the existing first mortgage of their primary residences to avoid foreclosure.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low, and Moderate
- d. Maximum award: \$7,500
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five (5) years
 - 4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
 - 5. Repayment: Not required as long as the loan is in good standing.
 - 6. Default: The loan will be determined to be in default if any of the following occurs:
 - (1) Home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - (2) Home owner no longer occupies the unit as his/her principal residence;
 - (3) Home owner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - (4) Home owner refinance the assisted unit. However, refinancing is allowed for the following conditions:
 - i. purpose of preventing foreclosure;
 - ii. lowering the interest rate; the refinancing to lower the interest rate must result in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month
 - iii. for payment of outstanding bills with no cash out to homeowner.
 - (5) Home owner fails to meet standard property maintenance requirements as dictated by the Leon County Building Official through Code Enforcement Policies currently enforced.
- f. Recipient Selection Criteria:
 - 1. Applicants will be ranked for assistance based on a first-qualified, first-served

basis with the priorities for Special Needs, Essential Services Personnel and income groups.

2. Applicant(s) must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that proceeding to foreclosure is eminent. The maximum arrears for eligibility will be determined by the Lender's willingness to accept program maximum award to solve the client's issue via direct payment, modification, repayment plan, reinstatement, or any other viable solution acceptable to the client and Lender.
3. Applicant(s) must have received in writing, from their lender, a denial of default resolution, forbearance, or payment arrangement.
4. Applicant(s) have sufficient income required to maintain their mortgage after foreclosure assistance is received.
5. A hardship letter, as detailed in the Qualification Criteria must demonstrate the nonpayment of the mortgage is due to: sudden loss of income, sudden medical expenses, divorce or separation, death of spouse or joint-property owner, or unforeseen home repair bills.
6. If approved to receive assistance, the applicant(s) must demonstrate:
 - (1) Their ability to pay the affordable mortgage after receiving program assistance. Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S.
 - (2) The enrollment in a credit counseling/budgeting course offered by an approved local provider.
 - (3) Proof of residency in the unincorporated area of Leon County.
 - (4) Assistance being sought is for the applicant(s) primary residence.
 - (5) Applicant(s) must demonstrate proof of extraordinary hardship.
 - i. Assistance will be provided where an extraordinary hardship exists and has been demonstrated through adequate documentation, resulting in the delinquency on the first mortgage. If the applicant(s) has a variable rate mortgage, they must agree and be approved for a modified fixed rate mortgage. Examples of an extraordinary hardship are listed below but not limited to:

- a. Loss of employment, through no fault of the applicant; however, the applicant has regained employment.
 - b. Substantial decrease in the household income, through no fault of the applicant(s).
 - c. Temporary or permanent disability that reduces income.
 - d. Changes in the household composition that reduces income.
 - e. Demonstrated medical hardship.
 - f. Weather events such as fire, hurricane, or other disaster, resulting in unforeseen home repair bills not covered by the Federal Emergency Management (FEMA).
 - g. Substantial increase to the mortgage payment due to participation in an adjustable rate mortgage or "ramp up" mortgage.
 - h. Substantial increase to payments due to escrow shortages.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either stick-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

All eligible units must be located in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

<i>H. Housing Rental Assistance</i>	<i>Code 13</i>
-------------------------------------	----------------

- a. Summary of Strategy: SHIP Funds will be awarded to renter households that are in need of assistance for:
 - 1. Security and utility deposit assistance;
 - 2. Eviction prevention not to exceed 6 months' rent; and/or
 - 3. Rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must include at least one adult who is a person with special needs, as defined in s. 420.0004, Florida Statutes.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020

- c. Income Categories to be served: Very low and Low

- d. Maximum award: \$10,000

- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A

- f. Recipient Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to the Leon County Housing Division by the local Continuum of Care Coordinated Entry system, and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the Leon County Housing Division or may be referred by a special needs service provider. If applications are received simultaneously, priority will be given to the household with the lowest income.

- g. Sponsor/Developer Selection Criteria: Sponsors may be selected to administer the Rental Assistance program. Criteria for selection of sponsor organization will include:
 - 1. past experience working with the target population;
 - 2. past experience administering similar rental assistance programs;
 - 3. financial and human resource capacity to administer the program;
 - 4. participation in the Continuum of Care Coordinated Entry system; and
 - 5. such other criteria as may be determined appropriate.

- h. Additional Information:
Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

All eligible units must be located in unincorporated Leon County.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects

Provide a description of the procedures used to implement this strategy: Leon County expedites permitting of affordable housing projects by administrative direction, close coordination and team work. Specific processes that have been established include:

- 1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.
- 2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.
- 3) The Director of the Office of Human Services & Community Partnerships and the staff are the designated liaisons with the Affordable Housing Program and assists with the resolution of difficult permitting issues. These processes will promote a reduction in building permitting time for affordable housing projects by 50% from the average of ten (10) days to an average of five (5) days.

B. **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption

Provide a description of the procedures used to implement this strategy: By administrative direction, all Local Comprehensive Plan and Land Development Regulations (LDR) with the potential to impact the cost of affordable housing are referred to the Leon County Division of Housing Services. Any of these Plan or LDR amendments potentially affecting affordable housing costs can be brought up to a meeting of the Department of Development Support and Environmental Management, the Planning Department, and the Division of Housing Services for modification and transmittal to the Board of County Commissioners or other appropriate review or approval entities.

C. Other Incentive Strategies Adopted:

Modification of Impact Fee Requirements

The County eliminated its transportation impact fee in 1995; therefore housing developers do not pay any county impact fees. The Public Works Department supports affordable housing by waiving landfill dumping (tipping) fees for disposal of construction debris by the County's affordable housing contractors.

Modification of Site Plan Requirements (Reduction of Parking Setbacks)

Site design modifications such as reduced lot size, street layout and design, setback reductions, and decreased parking requirements can be obtained by the developers of affordable housing subdivisions under Articles X and XI of the current Leon County land development code. The Building Plans Review and Inspection Division administratively allows developers to utilize master building permits consistent with the provisions outlined in F.S. 55.794 as a methodology for reducing the cost of home design and minimizing the associated time frames required for building plans review and permit approval.

Inventory of Public Lands Suitable for Affordable Housing

When foreclosing on Code Enforcement Board liens, the County considers the use of foreclosed property for affordable housing.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance – No change
- G. Interlocal Agreement – N/A

RESOLUTION NO. 18-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, APPROVING AMENDMENTS TO THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE AMENDED LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, on May 23, 2017 the County Commission approved the submittal of the Local Housing Assistance Plan for fiscal years 2018, 2019, and 2020 as well as adopted an associated Resolution to the Florida Housing Finance Corporation; and

WHEREAS, the Local Housing Assistance Plan was subsequently approved by the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Leon County Government to submit amendments to the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

WHEREAS, Rule Chapter 67-37, Florida Administrative Code requires amendments to an approved local housing assistance plan be adopted by resolution.

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

1. The Board of County Commission of Leon County hereby approves the amendments to the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2018, 2019 and 2020.

2. The County Administrator, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

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

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon
County, Florida, this 13th day of February, 2018.

LEON COUNTY, FLORIDA

BY: _____
Nick Maddox, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele
County Attorney

**2017 Income Limits and Rent Limits
Florida Housing Finance Corporation
SHIP Program**

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Jackson County Median: 47,800	30%	12,060	16,240	20,420	24,600	26,700	28,700	30,650	32,650	Refer to HUD		301	353	510	641	717	791
	50%	17,300	19,800	22,250	24,700	26,700	28,700	30,650	32,650	34,580	36,556	432	463	556	642	717	791
	80%	27,700	31,650	35,600	39,550	42,750	45,900	49,050	52,250	55,328	58,490	692	741	890	1,028	1,147	1,266
	120%	41,520	47,520	53,400	59,280	64,080	68,880	73,560	78,360	82,992	87,734	1,038	1,113	1,335	1,542	1,722	1,899
	140%	48,440	55,440	62,300	69,160	74,760	80,360	85,820	91,420	96,824	102,357	1,211	1,298	1,557	1,799	2,009	2,215
Jefferson County (Tallahassee MSA) Median: 68,400	30%	14,350	16,400	20,420	24,600	28,780	32,960	37,140	41,320	Refer to HUD		358	384	510	667	824	980
	50%	23,950	27,400	30,800	34,200	36,950	39,700	42,450	45,150	47,880	50,616	598	641	770	889	992	1,095
	80%	38,300	43,800	49,250	54,700	59,100	63,500	67,850	72,250	76,608	80,986	957	1,026	1,231	1,422	1,587	1,751
	120%	57,480	65,760	73,920	82,080	88,680	95,280	101,880	108,360	114,912	121,478	1,437	1,540	1,848	2,134	2,382	2,628
	140%	67,060	76,720	86,240	95,760	103,460	111,160	118,860	126,420	134,064	141,725	1,676	1,797	2,156	2,490	2,779	3,066
Lafayette County Median: 50,800	30%	12,060	16,240	20,420	24,600	27,750	29,800	31,850	33,900	Refer to HUD		301	353	510	654	745	821
	50%	18,000	20,550	23,100	25,650	27,750	29,800	31,850	33,900	35,910	37,962	450	481	577	667	745	821
	80%	28,750	32,850	36,950	41,050	44,350	47,650	50,950	54,200	57,456	60,739	718	770	923	1,067	1,191	1,314
	120%	43,200	49,320	55,440	61,560	66,600	71,520	76,440	81,360	86,184	91,109	1,080	1,156	1,386	1,602	1,788	1,972
	140%	50,400	57,540	64,680	71,820	77,700	83,440	89,180	94,920	100,548	106,294	1,260	1,349	1,617	1,869	2,086	2,301
Lake County (Orlando-Kissimmee-Sanford MSA) Median: 58,400	30%	12,250	16,240	20,420	24,600	28,780	32,960	36,250	38,550	Refer to HUD		306	356	510	667	824	935
	50%	20,450	23,400	26,300	29,200	31,550	33,900	36,250	38,550	40,880	43,216	511	548	657	759	847	935
	80%	32,700	37,400	42,050	46,700	50,450	54,200	57,950	61,650	65,408	69,146	817	876	1,051	1,214	1,355	1,495
	120%	49,080	56,160	63,120	70,080	75,720	81,360	87,000	92,520	98,112	103,718	1,227	1,315	1,578	1,822	2,034	2,244
	140%	57,260	65,520	73,640	81,760	88,340	94,920	101,500	107,940	114,464	121,005	1,431	1,534	1,841	2,126	2,373	2,618
Lee County (Cape Coral-Fort Myers MSA) Median: 57,900	30%	12,150	16,240	20,420	24,600	28,780	32,960	35,900	38,250	Refer to HUD		303	354	510	667	824	926
	50%	20,300	23,200	26,100	28,950	31,300	33,600	35,900	38,250	40,530	42,846	507	543	652	753	840	926
	80%	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150	64,848	68,554	811	868	1,042	1,204	1,343	1,482
	120%	48,720	55,680	62,640	69,480	75,120	80,640	86,160	91,800	97,272	102,830	1,218	1,305	1,566	1,807	2,016	2,224
	140%	56,840	64,960	73,080	81,060	87,640	94,080	100,520	107,100	113,484	119,969	1,421	1,522	1,827	2,108	2,352	2,595
Leon County (Tallahassee HMFA; Tallahassee MSA) Median: 68,400 *	30%	14,350	16,400	20,420	24,600	28,780	32,960	37,140	41,320	Refer to HUD		358	384	510	667	824	980
	50% **	23,950	27,400	30,800	34,200	36,950	39,700	42,450	45,150	47,880	50,616	598	641	770	889	992	1,095
	80%	38,300	43,800	49,250	54,700	59,100	63,500	67,850	72,250	76,608	80,986	957	1,026	1,231	1,422	1,587	1,751
	120%	57,480	65,760	73,920	82,080	88,680	95,280	101,880	108,360	114,912	121,478	1,437	1,540	1,848	2,134	2,382	2,628
	140%	67,060	76,720	86,240	95,760	103,460	111,160	118,860	126,420	134,064	141,725	1,676	1,797	2,156	2,490	2,779	3,066

* Median Household Income for a Family of 4 in Leon County.

** Very Low Income = 50%, Low Income = 80% and Moderate Income = 120%

Purchase Assistance (PA) SHIP-LHAP Comparisons

Jurisdiction	Purchase Assistance w/o repair Max.	Purchase Assistance w/ repair Max.	Term	Eligible	Mobile Homes Eligible (Y/N)
Leon County (<i>current</i>)	\$7,500	\$7,500 - \$15,000	30 years	Very Low, Low, and Moderate	Y
Leon County (proposed)	\$7,500 - \$10,000	\$10,000 - \$15,000	10 years	Very Low, Low, and Moderate	N
City of Tallahassee	\$15,000	N/A	Align w/ first mortgage note	Very Low, Low, and Moderate	N
Alachua County	\$10,000	\$10,000	10 years	Very Low and Low	N
City of Gainesville	\$10,000	\$10,000	5 years	Very Low, Low, and Moderate	N
City of Ocala	\$20,000	\$20,000	5-10 years	Very Low and Low	N
Gadsden County	\$10,000-\$15,000	N/A	7-10 years	Very Low and Low	N
Wakulla County	\$15,000	N/A	5 years	Very Low, Low, and Moderate	N
Jefferson County	\$20,000 - \$30,000	\$20,000 - \$30,000	7 years	Very Low, Low, and Moderate	N
Escambia County/Pensacola	\$7,500	\$7,500	5 years	Very Low, Low, and Moderate	N

Home Rehabilitation and Replacement Comparison

Jurisdiction	Rehab Max	Rehab Term	Replace Max	Replace Term	Eligible	Mobile Homes Eligible (Y/N)
Leon County (<i>current</i>)	\$50,000	5-20 years	\$75,000 - \$108,000	20 years	Very Low, Low, and Moderate	Y
Leon County (proposed)	\$50,000	5-10 years	\$75,000 - \$125,000	20 years	Very Low, Low, and Moderate	Y
Tallahassee	\$40,000	10 years	N/A	N/A	Very Low and Low	Y
Alachua County	\$20,000	10 years	N/A	N/A	Very Low and Low	Y
Gainesville	\$50,000	10 years	\$125,000	20 years	Very Low and Low	Y
Ocala	\$50,000	0-15 years	N/A	N/A	Very Low, Low, and Moderate	Y
Gadsden County	\$60,000	5 years	\$60,000	5 years	Very Low and Low	Y
Wakulla County	\$35,000	5 years	\$75,000	20 years	Very Low and Low	Y
Jefferson County	\$40,000	7 years	\$75,000	20 years	Very Low and Low	Y
Escambia County/Pensacola	\$100,000	5 years	\$100,000	5 years	Very Low and Low	Y

Disaster Mitigation Comparison

Jurisdiction	Disaster Max.	Term	Eligible	Mobile Homes Eligible (Y/N)
Leon County <i>(current)</i>	N/A	N/A	Very Low and Low	Y
Leon County (proposed)	\$10,000	5 years	Very Low, Low, and Moderate	Y
Tallahassee	\$10,000	5 years	Very Low, Low, and Moderate	Y
Alachua County	\$5,000	10 years	Very Low, Low, and Moderate	Y
Gainesville	\$5,000	0	Very Low, Low, and Moderate	Y
Ocala	\$15,000	0	Very Low, Low, and Moderate	Y
Gadsden County	\$5,000	3	Extremely Low, Very Low and Low	N
Wakulla County	\$5,000	1 year	Very Low and Low	Y
Jefferson County	\$5,000	0	Very Low, Low, and Moderate	Y
Escambia County/Pensacola	\$15,000	0	Very Low, Low, and Moderate	Y

**Leon County
Board of County Commissioners**

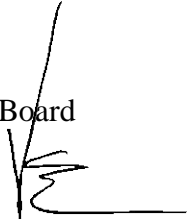
Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of Board Actions Taken at the October 24, 2017 Workshop on the Apalachee Regional Park Master Plan

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Office of Resource Stewardship, Director Tony Park, P.E., Public Works, Director
Lead Staff/ Project Team:	Leigh Davis, Parks and Recreation, Director Kerri Post, Tourism Development, Director Charles Wu, P.E., Engineering Services, Director

Statement of Issue:

This item seeks ratification of the Board actions taken at the October 24, 2017 Workshop on the Apalachee Regional Park Master Plan which provides approval for the implementation of Stage 1 of the final master plan including the mitigation efforts outlined in the agenda item necessary to address neighborhood concerns.

Fiscal Impact:

This item has a current fiscal impact. Funding is allocated between the two discrete projects:

- Master Plan implementation: The total estimated project costs are \$5.1 million and will be supported by a combination of general revenues and tourist development taxes. The adopted five year capital program includes a total of \$3.8 million. The balance of the total project cost (\$1.3 million) may be considered as part of future CIP development.
- Landfill closure: The total project cost of \$12.6 million will be paid for with restricted solid waste revenues. These funds are currently available in the Solid Waste fund. These restricted funds can only be used for the closure of the landfill.

Staff Recommendation:

Option #1: Ratify the actions taken by the Board at the October 24, 2017 Workshop on the Apalachee Regional Park Master Plan including the mitigation efforts outlined in this agenda item.

Report and Discussion

Background:

A Master Plan has been created in order to transition the Solid Waste Management Facility into a prominent regional park. The Master Plan builds upon the success of existing active sports fields, the cross country course, and the unique amenity of a remote control air field. On October 24, 2017 the Board held a workshop to review the conceptual master plan. Ratification of the workshop was delayed to provide time for a neighborhood meeting to gather input and ensure resident concerns were resolved.

The Apalachee Regional Park Master Plan is essential to the following FY2017-FY2021 Strategic Initiatives and Targets approved by the Board at the January 24, 2017 meeting:

- Continue to expand recreational amenities to include: Develop a master plan for the Apalachee Regional Park (2016-24A) and Identify opportunities to create dog parks in the unincorporated area (2016-24F)
- Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (2016-5)
- Further enhance our competitiveness in attracting national and regional running championships by making additional strategic investments at the Apalachee Regional Park (2016-12)
- Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site (2016-15)
- Construct 30 miles of sidewalks, greenways and trails (T8)
- Open 1,000 new park lands to the public (T12)
- Attract 80 state, regional, or national championships across all sports (T1)
- Plant 15,000 trees including 1,000 in canopy roads (T5)

These particular Strategic Initiatives and Targets align with the Board's Quality of Life and Economy Strategic Priorities:

- (Q1) Maintain and enhance our parks and recreational offerings and green spaces
- (Q6) Promote livability, health and sense of community by enhancing mobility, encouraging human scale development and creating public spaces for people
- (EC4) Grow our tourism economy, its diversity, competitiveness and economic impact

Analysis:

Staff presented to the Board an update of the landfill closure activities and a summary of preparation and collaborative efforts to create the park master plan. Details of the conceptual master plan, which will guide the transition of the Solid Waste Facility into a prominent regional park, were provided by the architecture firm Wood+Partners. Ideally situated between upper and lower Lake Lafayette, the Apalachee Regional Park (ARP) is a key asset in the Greenway Master Plan and centrally located in the Blueprint 2020 Lake Lafayette & St. Marks Linear Park. This

future Blueprint 2020 sales tax infrastructure project will connect the ARP to over 7,200 acres of public lands. The ARP will feature numerous nature based amenities building upon the existing topography which offers long view sheds and open meadows, cypress ponds, and abundant wildlife.

The Master Plan is to be implemented in two stages; Stage I occurring in fiscal years 2018 – 2025, followed by Stage II. Stage II remains conceptual at this time, as the exact scope and funding will be considered by future Commissions. Stage II as presented reflects what is believed to be the highest and best use at this time, but by not formalizing a commitment to the exact scope builds flexibility for future Commissions to best meet the needs and opportunities at that time.

Discussion occurred during the workshop which included highlights of the sustainability attributes of the unique property such as the 30 acres of wildflower meadows, the opportunity to plant flowering trees throughout the park and explore the opportunity to integrate solar to future design. During the workshop, the Board referenced concerns of residents within the nearby Meadows at Woodrun neighborhood. Concerns primarily centered around perceived impacts from the proposed relocation of the rural waste service center in Stage II of the master plan.

Solid Waste services such as the Rural Waste Center, administrative offices, weight scale and Household Hazardous Waste would eventually need to be relocated in order to accommodate the potential new active recreation facilities contained in Stage II. The services would not be relocated until design and development of the active recreational facilities are ready to proceed, which would be no earlier than the year 2026. The Rural Waste Service Center (RWSC) is proposed to be relocated to the southeastern portion of the property, providing easy in/out access to the Parkway and to avoid interference of park goers. This function would replace the existing administrative offices, parking, weight scales, roll-off containers for rural waste disposal that are currently in the center of the park property.

In an effort to directly engage the Woodrun neighborhood, staff coordinated with the president of the neighborhood association to host a community meeting on December 5th at the Woodrun Baptist Church. The meeting was well attended with approximately twenty residents participating. Staff began the neighborhood meeting by providing an overview of the landfill closure and master plan and then took time to describe what a rural waste center is. Various residents did not have prior exposure to a rural waste center and appreciated understanding its limited footprint and operating impacts. Over the course of discussion staff was able to alleviate most all of the resident's concerns. A summary of the meeting is attached (Attachment #1).

Residents inquired if alternative locations to the proposed site were possible for the rural waste site in order to avoid perceived impacts to nearby neighborhoods such as Woodrun. Staff examined alternative locations for the RWSC including the County's nearby F.A. Ash borrow pit and elsewhere on the ARP property. The F.A. Ash borrow pit property was deemed unsuitable due to the direct impact that user traffic would bring to the residents lining F.A. Ash Way. The opportunity to shift the solid waste functions just north of the Talquin right-of-way listed as the Disc Golf Tournament Course (Attachment #2) was examined and found to have numerous limitations: the land bordering the usage area and the park service road is unusable due to historic

asbestos burial and stormwater features; land beyond the burial is low lying and would require significant fill and cost to allow for structures such as a rural waste site; the ability to create a professional disc golf course would be lost; and waste related traffic would be brought further into the park.

At the request of the Woodrun neighborhood president, staff provided a detailed tour of the property in an effort to identify potential overlooked opportunities to place the RWSC elsewhere on the property. Woodrun leadership has expressed satisfaction that alternative sites are deemed not to be viable or feasible (Attachment #3).

Reflective of the community meeting and in-depth discussions with Woodrun leadership, staff has proposed and the neighborhoods have expressed support that the following mitigation efforts are sufficient to address any possible adverse impacts to nearby neighborhoods:

- Design of the area will occur in a manner which maximizes the set back of operations from the roadway.
- Design will aim to place the compactors away from the highway or southern boundary, further reducing potential impacts of daily operations. These compactors will continue to be closed systems as are currently in use, reducing potential for odor or varmint impacts to the neighborhood.
- Within the highway set back a buffer will be created by vegetation to avoid possible visual or sound impacts of the rural waste daily operations. Should a substantial vegetative buffer not be feasible due to space limitations a man-made wall would be designed to achieve a buffer to residents of Woodrun.
- Landscaping within the highway median will be pursued via FDOT. This landscaping will serve as beautification and an additional buffer between the neighborhood and the site.
- Propose to reduce the Rural Waste Center's operating hours/days from six down to three days which is consistent with the other Rural Waste Centers.
- Engage FDOT to examine opportunities to enhance safety of the existing left-hand turn lane when traveling East on the Parkway.
- Ensure waste related signage is discrete and consistent with other park way finding.

These mitigation efforts combined with an accurate understanding by residents of what a rural waste center is resulted in the satisfaction of neighborhood participants.

Across the community an overwhelming amount of public feedback has been positive as residents and stakeholders look forward to partaking in the site's 600 acres of natural amenities and wildlife not commonly found in a park setting. At the workshop the Board approved the following option:

Option #1: Approve the Apalachee Regional Park Master Plan and direct staff to move forward with Stage 1 of the Plan as presented.

Staff is prepared to proceed with Stage I of the plan as amended to include the mitigation efforts outlined in this agenda item. Design will be finalized and project components put out to bid. Integration of the mitigation elements for the RWSC design will be designed into Stage II.

Options:

1. Ratify the actions taken by the Board at the October 24, 2017 Workshop on the Apalachee Regional Park Master Plan including the mitigation efforts outlined in this agenda item.
2. Do not ratify the actions taken by the Board at the October 24, 2017 Workshop on the Apalachee Regional Park Master Plan.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Summary of Woodrun neighborhood meeting
2. Preliminary Master Plan and Use Area Map
3. E-mail correspondence from Woodrun Neighborhood Association, Inc. President

Meeting Summary

Meadows at Woodrun neighborhood

December 5, 2017 6:30 p.m.

- Highway safety: A subset of questions centered around highway access and safety.
 - Access alignment - It was believed by some residents that the access point from the Parkway would be aligned directly across from the Woodrun neighborhood entrance. As depicted on the master plan map, the access point is aligned half way between the neighborhood and the Woodrun Baptist Church with no direct alignment.
 - Line of sight – Residents shared that the Parkway as a limited line of sight to those traveling east as they approach the existing turn lane. This is an existing condition not related to the master plan, however Public Works staff will talk with FDOT about possible safety enhancements irrespective of the RWSC relocation.
 - Resurfacing – It was asked if the many truckloads of soil for landfill closure will result in impacts to the Parkway. Should degradation occur, resurfacing would be considered.
- Operating site impacts: Concerns were raised that daily operation of a rural waste site may bring unwanted impacts.
 - Odor – It was explained that a RWSC is not mini “dump” or “transfer station” as suggested by some residents. Staff shared that currently, and into the future, waste collection bins are compacting closed systems that do not expose waste and odor. These containers are currently serviced several times a week, further reducing the potential for odor.
 - Signage - Concern that large waste related signage would be placed along the Parkway. Waste-based signage will be integrated into the general directional wayfinding but no standalone Waste sign would occur on the highway.
 - Eye sore - Steps will be taken to ensure various visual buffers are in place such as coordinating with FDOT to allow landscaping in the median of Apalachee Parkway; an enhanced vegetative buffer on the County’s property bordering the Parkway; and the alignment of buildings to flank the highway adding another buffer from daily operations.
 - Maintenance Level of Service – Although appreciative of a new park facility, an inquiry was raised regarding the source and availability of operating funds to adequately staff and maintain the future park.
- Location of waste services: It was asked if there were other potential locations for the waste services, specifically the rural waste center, other than flanking Apalachee Parkway.
 - The opportunity to shift the solid waste functions just north of the Talquin right-of-way listed as the Disc Golf Tournament Course was suggested by residents.



Mountain Biking & Hiking Trails

- ACCESS FROM EXISTING INTERNAL VEHICULAR CIRCULATION, CONNECTIVITY WITH PROPOSED ADJACENT TRAIL SYSTEMS NETWORK, PEDESTRIAN WAYFINDING AND TRAILHEAD SIGNAGE ENHANCEMENTS

Open Meadow / Event Parking / Warm-Up Area

- MAINTAIN EXISTING AREA TO SERVE AS EVENT DAY OVERFLOW PARKING WITH CAPACITY FOR APPROX. 4,000 PARKING SPACES

Existing Cross Country Course

- MAINTAIN EXISTING COURSE CONFIGURATION, CONNECTIVITY TO ADJACENT WARM-UP LOOP TRAIL, AND SPECTATOR VIEWING AREAS

Proposed Cross Country Facilities

- MAINTAIN EXISTING ACCESS FOR SPECIAL CROSS COUNTRY EVENTS AND ENHANCE WITH PROPOSED EVENT DAY PARTICIPANT DROP OFF AREA
- PROPOSED SUPPORT AMENITIES AND CONCESSIONS INCLUDE:
 - COMBINED RESTROOM AND CONCESSIONS BUILDING
 - EVENT OPERATIONS / STAFF BUILDING
 - AWARDS / EVENT STAGE
 - EQUIPMENT STORAGE BUILDING
 - COVERED PAVILION
 - ELEVATED COACHES / VIEWING PLATFORM
 - EVENT DAY VENDOR STAGING AREAS, NATURAL LAWN AMPHITHEATER, NATURE BASED PLAYGROUND WITH MISTING STATIONS, COMPREHENSIVE SITE FURNISHINGS, AND PROPOSED VEHICULAR / WAYFINDING SIGNAGE

Future Active Recreation Facilities

- PROPOSED FUTURE RELOCATION OF EXISTING RURAL WASTE SERVICES TO AREA (J) AND HOUSEHOLD HAZARDOUS WASTE SERVICES TO AN OFF-SITE LOCATION

Conservation / Passive Use

- WILDFLOWER COVERAGE FOR AESTHETIC ENHANCEMENT

Enhanced Vehicular Circulation

- PROPOSED EAST - WEST CONNECTION NORTH OF RECREATION FACILITIES AREA TO PROVIDE VEHICULAR CONNECTION FROM EVENT DAY ACCESS TO FUTURE ACTIVE RECREATION AND PROPOSED VISITOR PARKING AREAS

Proposed Dog Park

- APPROX 2.5 - 3 ACRE ENCLOSED DOG PARK AREA (C) ENCLOSURES TOTAL WITH FENCING, SHADE STRUCTURES, WAYFINDING SIGNAGE, AND CONNECTION OPPORTUNITIES TO VISITOR PARKING, ENHANCED RECREATION FACILITIES, AND ADJACENT PARK CONSERVATION AREA

Existing Recreation Facilities

- (4) LIGHTED MULTI-PURPOSE FIELDS AND RESTROOM / CONCESSION BUILDING

Existing Bus Entry / Recreation Access

- MAINTAIN LIMITED USE FOR GENERAL PUBLIC ACCESS/ SPECIAL CROSS COUNTRY EVENTS ONLY

Park Access/ Signature Entry

- MAINTAIN AS THE PRIMARY VISITOR ACCESS FOR THE PARK
- RECONFIGURE EXISTING ACCESS ENTRY ROAD FOR ENHANCED CIRCULATION AND CONNECTIVITY TO PROPOSED VISITOR PARKING AREA
- RELOCATE / RECONNECT EXISTING UTILITIES AND FEATURES AS NECESSARY
- PROPOSED ENHANCEMENTS TO INCLUDE VEHICULAR ACCESS SIGNAGE, AND LANDSCAPE IMPROVEMENTS
- PROPOSED ICONIC ENTRY FEATURE / MONUMENT SIGNAGE AT PARK ENTRANCE

Primitive Overnight Camping

- PROPOSED PRIMITIVE CAMPING SITES WITH
 - PULL IN VEHICULAR PARKING STALL PROVIDED AT EACH SITE
 - CAMPFIRE RING AND PICNIC TABLE FURNISHING PER EACH SITE
 - CENTRALIZED VAULTED TOILET FACILITY
- PROPOSED INTERNAL LOOP ROAD CONNECTION TO EXISTING PARK ROADWAY NETWORK, PEDESTRIAN CIRCULATION CONNECTIVITY WITH TRAILHEADS, AND PROPOSED VEHICULAR AND PEDESTRIAN WAYFINDING SIGNAGE

Conservation / Passive Use Area

- WILDFLOWER COVERAGE FOR AESTHETIC ENHANCEMENT

Model Airplane Field

- PROPOSED RELOCATION AREA TO INCLUDE VEHICULAR AND PEDESTRIAN CONNECTIVITY TO INTERNAL ACCESS ROAD WITH (30-50) VISITOR PARKING SPACES, (1) 40 FOOT STEEL CARRO STORAGE CONTAINER, (1) OPEN AIR SHADE PAVILION, AND VEHICULAR AND PEDESTRIAN WAYFINDING SIGNAGE

Disc Golf Tournament Course

- 18 HOLE DISC GOLF COURSE WITH TEE BOXES AND BASKETS
- PROPOSED PEDESTRIAN AND GOLF COURSE WAYFINDING SIGNAGE ENHANCEMENTS

Existing Waste Services to Remain

- YARD WASTE AND TIRE DISPOSAL SERVICES TO REMAIN
- PROPOSED LANDSCAPE AND BUFFER ENHANCEMENTS ALONG ROADWAY FRONTAGE FOR VISUAL SCREENING FROM VISITOR VIEW

Rural Waste Management Services Relocation Area

- RURAL WASTE MANAGEMENT AND COLLECTION SERVICES RELOCATION AREA, RELOCATED FACILITIES TO INCLUDE WASTE SCALES, SCALE HOUSE ATTENDANT BUILDING, STAFF PARKING, AND RURAL WASTE CLOSED COMPACTORS
- VEHICULAR ACCESS INGRESS / EGRESS FROM APALACHEE PARKWAY
- PROPOSED LANDSCAPE AND BUFFER ENHANCEMENTS ALONG ROADWAY FRONTAGE FOR VISUAL SCREENING FROM VISITOR VIEW

Disc Golf Hobby Course

- 18 HOLE DISC GOLF COURSE WITH TEE BOXES AND BASKETS
- PROPOSED PEDESTRIAN AND GOLF COURSE WAYFINDING SIGNAGE ENHANCEMENTS
- PROPOSED LOCATION FOR EMERGENCY WASTE STAGING AREA

From: "David Young" <wdyfla@outlook.com>
Date: January 31, 2018 at 12:51:39 AM EST
To: "Maggie Theriot" <TheriotM@leoncountyfl.gov>
Cc: "Kristin Dozier" <DozierK@leoncountyfl.gov>, "Gary Zirin" <ZirinG@leoncountyfl.gov>
Subject: Re: Leon County, Solid Waste Management Division

Maggie,

Thank you again for taking time to meet, and for the well-documented summary. I would like to request that two items we also discussed be included in the mitigation steps.

1. Reduction of the Rural Waste Center's operating hours/days to three days per week to conform with the other sites, since the hazardous waste and electronics recycling functions will be relocated to the Public Works Operations Center; and,
2. The highway safety issue, as described in previous communications, remains a major concern, and should be thoroughly addressed with FDOT.

With these two items also included, the Woodrun Neighborhood Association, Inc., is satisfied that alternative sites for the RWSC relocation have been thoughtfully considered, and no other options available to the County at this time are viable or feasible.

We appreciate you and your staff listening to and considering our concerns. We look forward to continued outreach and open communication, and further developing our partnership as input is warranted throughout the project. Thank you.

David Young, President
Woodrun Neighborhood Association, Inc.

Sent from my iPad

On Jan 29, 2018, at 11:48 AM, Maggie Theriot <TheriotM@leoncountyfl.gov> wrote:

David,

Thanks for sharing the link, this was very helpful as I discovered several other web extensions over 8 years old which were all supposed to have been deleted when the County migrated to its new platform a few years back. Although it provided a quick dash down memory lane with reference to staff that have long since retired. Very helpful and much appreciated!

Reflective of our time together last Monday, I will add a reference of our meeting to the Board's agenda item and outline distinctly the various steps staff has committed to take to mitigate potential impacts of the Rural Waste site being placed in "Area J".

- Design of the area will occur in a manner which maximizes the set back of operations from the roadway.
- Design will aim to place the compactors away from the highway or southern boundary, further reducing potential impacts of daily operations.
- Within the highway set back a buffer will be created by vegetation to avoid possible visual or sound impacts of the rural waste daily operations. Should a substantial vegetative buffer not be feasible due to space limitations a man-made wall would be designed to achieve a buffer to residents of Woodrun.
- Landscaping within the highway median will be added via FDOT. This landscaping will serve as beautification and an additional buffer between the neighborhood and rural waste site.
- Closed compactors will continue to be utilized, reducing potential for odor or varmint impacts to the neighborhood.

As we spoke at the end of our site tour, I acknowledge it wouldn't be realistic for you and your neighbors to be excited about the RWSC placement. However it is my understanding that the time spent together sharing a detailed background of the site in addition to the written clarity of mitigation steps brings reassurance enough that the County has the support of the Woodrun Neighborhood. Staff will proceed with recommending placement of the rural waste center in the southeastern portion of the property (referenced on the site map as "Area J") as there are no other viable alternatives for location. Knowing you and I are on the same page is very important. Again it certainly doesn't diminish the rightful concerns of you and your neighbors, I just want to ensure clear communication and make sure I don't misrepresent your sentiments. Thank you again for giving so much time and attention to the needs of Woodrun. -Maggie

Maggie Theriot

Director, Office of Resource Stewardship
Leon County, FL
(850) 606-5011
TheriotM@LeonCountyFL.gov
www.LeonCountyFL.gov

Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff regarding county business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

>>> David Young <wdyfla@outlook.com> 1/23/2018 10:13 AM >>>
Maggie,

Thank you again for meeting me and giving me the backstage tour yesterday.

Here is the outdated web page and brochure I was telling you about.

<http://www.leoncountyfl.gov/solidwaste/pdf/NEWrwsc.pdf>

David

Sent from my iPhone

Begin forwarded message:

From: Brian Causseaux <briancau@centurylink.net>
Date: January 22, 2018 at 9:13:35 PM EST
To: David Young <wdyfla@centurylink.net>
Subject: Leon County, Solid Waste Management Divisioni

<http://www.leoncountyfl.gov/solidwaste/ruralsites.asp>

Sent from my iPad

**Leon County
Board of County Commissioners**

Notes for Agenda Item #8

Leon County Board of County Commissioners

Agenda Item #8

February 13, 2018

To: Honorable Chairman and Members of the Board

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

Title: Proposed Revised Policy No. 03-15, "Board-Appointed Citizen Committees"

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Jessica Ierman, Assistant County Attorney Dan Rigo, Assistant County Attorney Mary Smach, Agenda Coordinator

Statement of Issue:

Approval of revisions to Policy No. 03-15 "Board-Appointed Citizen Committees" that clarifies the applicability of the policy and removes sections that are procedural in nature and not policy oriented.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt proposed revised Policy No. 03-15, "Board-Appointed Citizen Committees" (Attachment #1).

Report and Discussion

Background:

Leon County Policy No. 03-15, "Board Appointed Advisory Committees" provides the guidelines for the eligibility, length of terms, and the process for how citizens are appointed to committees. The County Attorney's Office and staff recommend approval of the revised policy (Attachment #1) to clarify that the policy applies to all citizen appointments made by the Board, the term limits and number of committees a citizen may serve on, and removing sections that are procedural and not policy oriented.

Policy No. 03-15 "Board Appointed Advisory Committees" was adopted September 23, 2003 and governs the establishment of, application process, and member eligibility for the advisory committees created by the Board of County Commissioners. At the October 11, 2011 meeting, the Board voted to limit citizens to serve on only one committee at a time, except for those committees considered to be Ad Hoc Committees, and to limit the number of terms a committee member can serve to no more than three consecutive terms.

Analysis:

The County Commission appoints citizens to a number of different types of committees. The policy currently applies to County Commission established advisory committees that are either a "Decision Making Committee" or "Focus Group" (Attachment #2). However, the current policy does not apply to citizen appointments for committees that make decisions independent of the County Commission, such as the Code Enforcement Board and the Board of Adjustment and Appeals. Additionally, there are other types of citizen appointments that the policy does not apply, such as the City's Animal Shelter Advisory Board, as these are not County Commission established committees.

The County Attorney's Office and staff have drafted an update to the policy to ensure consistency across all County Commission citizen appointments. The proposed policy revisions:

- a) Update the scope of the Policy so that it applies to all citizen appointments made by the Board, regardless of committee type;
- b) Simplify the Policy definitions to encompass all committee types;
- c) Remove sections that are solely procedural and not substantive policy;
- d) Add an Eligibility section, to clarify the term limits (3 consecutive terms) and number of committees that a citizen may serve on (one); and
- e) Provide better readability and clarity overall.

Additionally, staff recommends that the Policy 03-15 title be changed to "Board-Appointed Citizen Committees" to reflect the inclusion of all types of committees.

Options:

1. Adopt proposed revised Policy No. 03-15, "Board-Appointed Citizen Committees" (Attachment #1).
2. Do not adopt proposed revised Policy No. 03-15, "Board-Appointed Citizen Committees."
3. Board Direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Revised Policy No. 03-15, "Board-Appointed Citizen Committees"
2. Current Policy No. 03-15, "Board-Appointed Advisory Committees"

Board of County Commissioners

Leon County, Florida

Policy No. 03-15

Title: Board-Appointed Citizen Committees

Date Adopted: February 13, 2018

Effective Date: February 13, 2018

Reference:

- Florida Statute Chap. 112, Part III, Code of Ethics for Public Officers and Employees
- Florida Statute Chap 119, Public Records
- Florida Statute §286.011, Government-in-the-Sunshine Law
- Leon County Board of County Commissioners Policy No. 03-05, Code of Ethics

Policy Superseded: Policy No. 97-9, "Voting Conflicts on Boards, Committees, Councils, and Authorities"; Policy No. 00-5, "Volunteer Boards and Committees"; Policy No. 03-15, Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution, adopted September 23, 2003; Policy No. 03-15 "Board-Appointed Advisory Committees" revised April 12, 2011; revised October 11, 2011

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 03-15, "Board-Appointed Advisory Committees" amended on October 11, 2011, is hereby further amended and a revised policy entitled "Board-Appointed Citizen Committees" is adopted in its place, to wit:

POLICY

1) Intent and Purpose; Scope

- a) Intent and Purpose: to establish a policy and procedure to govern the process and the manner in which Board appointments are made to Citizen Committees, to govern the restrictions and limitations on appointments, and to assure that all Citizen Committees appointed by the Board comply with all applicable Government-in-the-Sunshine, Public Records, and Code of Ethics Laws.
- b) Scope: governs all Board-appointed Citizen Committees in existence on the Effective Date of the Policy and to any Board-appointed Citizen Committees thereafter established;

2) Definitions

The following terms, when used in the Policy in their capitalized form, shall be defined as follows:

- a) Ad Hoc Citizen Committee: a Citizen Committee established for a specific task or objective, and dissolved after the completion of the task or achievement of the objective. May be a Decision Making Committee or a Focus Group.
- b) Applicant: a person who is interested in serving on a Citizen Committee and who is required to submit an Application, completed in accordance with this Policy.
- c) Application: the form to be completed and submitted by those persons interested in serving on a Citizen Committee, other than those persons whose public positions are specifically identified by statute, code, rule, policy, or other state, federal, or local law as a required member of the Citizen Committee as identified in such law.
- d) Board: the Leon County Board of County Commissioners.
- e) Bylaws: a document governing the function and operation of a Decision Making Committee.
- f) Citizen Committee: any committee or other group to which the Board makes citizen appointments including but not limited to boards, councils, authorities, task forces, commissions, and workgroups.
- g) Commissioner: a member of the Leon County Board of County Commissioners.
- h) County: Leon County, Florida.
- i) Decision Making Committee: a Citizen Committee that provides recommendations regarding matters to be considered for Board approval and is intended to become part of the Board's decision-making process or otherwise makes decisions independent of the Board in accordance with its governing documents.

Policy No. 03-15
Board-Appointed Citizen Committees

- j) Enabling Resolution: the Resolution adopted by the Board which authorizes the creation of a Citizen Committee and which establishes the Citizen Committee as either a Decision Making Committee or a Focus Group.
- k) Focus Group: a Citizen Committee *not* intended to become part of the Board's decision-making process, but rather is intended, by virtue of its Enabling Resolution, to merely provide a fact-finding source of community input and technical resources for use by Staff in developing a Staff recommendation regarding a matter to be considered for Board approval.
- l) Orientation: the publication intended to educate Applicants about the applicability of the Government-In-The-Sunshine Laws, Code of Ethics Laws, and Public Records Laws to Citizen Committees.
- m) Rules of Procedure: a document governing the function and operation of a Focus Group.
- n) Staff: any individual(s) employed by the Leon County Board of County Commissioners.
- o) Staff Support Person: the member of Staff assigned by the County Administrator to assist a Citizen Committee in carrying out the Board direction as set forth in the Enabling Resolution.

3) Responsibilities

- a) County Administrator, or designee, shall be responsible for the implementation and compliance of the Policy, and shall be charged with the following responsibilities to be carried out in accordance with the Policy:
 - i) developing and implementing the application process;
 - ii) developing and implementing a process for the selection and appointment of members to Citizen Committees;
 - iii) developing and implementing an Orientation program;
 - iv) approving and executing the Bylaws or amended Bylaws for the Decision Making Committees and Rules of Procedure for the Focus Groups in a form approved by the County Attorney;
 - v) developing and implementing a custodial system for retaining minutes, Rules of Procedure, and Bylaws of Citizen Committees;
- b) County Attorney: shall be responsible for providing any legal guidance necessary for the County Administrator to carry out his/her responsibilities under the Policy.

4) Eligibility

- a) Applicant shall fully complete the application.
- b) Applicant must complete the Applicant Orientation for Membership on Citizen Committees.

Policy No. 03-15
Board-Appointed Citizen Committees

- c) Applicant must be at least 18 years old and a Leon County resident unless otherwise prohibited by Federal, State or Local law.
- d) Applicant may be appointed to only one Citizen Committee at a time, except for those serving or applying to serve on Ad Hoc Committees.
- e) Limitation on Reappointment of Members: a current member of a Citizen Committee may be reappointed at the expiration of their term provided, however, that no member may serve more than **three** full consecutive terms, unless such limitation is otherwise prohibited or provided by Federal, State, local law or the Decision Making Committee's Bylaws.

5) Application Process for Citizen Committees

- a) Application Form: The County Administrator shall develop and maintain an Application in a form to be approved by County Attorney.
- b) Preliminary Application Review:
 - i) the County Administrator, or designee, shall review all Applications for completeness.
 - ii) in the event that any Application is found to be incomplete, or that any Applicant is found to not reside in Leon County, the Applicant shall be notified of such deficiency in the Application.
 - iii) upon approval of the eligibility of the Applicant, the Application will be maintained, on file, for a period of two years.

6) Appointment of Members to Citizen Committees

- a) Appointment of Members to Citizen Committees by Individual Commissioners: upon review of the Applications, the County Administrator, or designee, shall coordinate the selection of Applicants as follows:
 - i) the list of Applicants available and eligible for selection, together with the required Application shall be provided to each Commissioner;
 - ii) selections shall be made by the individual Commissioners from the list of Applicants, provided by the County Administrator, or designee, and staff shall prepare a Consent Agenda Item to ratify the selections at a Board meeting; and place the matter, as soon as reasonably possible, on the Board's agenda for appointment of each selected Applicant to the Citizen Committee.
- b) Appointment of Members to Citizen Committees by full Board: the selection of Applicants by the Full Board shall be approved by a majority vote of the Board, and selection of the Applicants shall be as follows:
 - i) the list of Applicants available and eligible for selection, together with the required Application shall be provided to each Commissioner;

Policy No. 03-15
Board-Appointed Citizen Committees

- ii) selections shall be made from the list of Applicants, provided by the County Administrator, or designee, to the full Board in a General Business Agenda Item; and shall be placed, as soon as reasonably possible, on the Board's agenda for appointment by the full Board of each selected Applicant to the Citizen Committee;

7) Orientation

- a) Availability to Applicants: the County Administrator shall assure that the Orientation is made available to all Applicants in an easily accessible manner; and made available on the County's Citizens Committees' website.
- b) Updates and Revisions to Orientation: the County Administrator, in conjunction with the County Attorney, or their designees, shall be responsible for updating and revising the Orientation, as necessary, to reflect any changes in the applicable laws.

8) Board-Established Focus Groups - Function and Operation

- a) Rules of Procedure: the County Administrator, in conjunction with the County Attorney, or their designees, shall develop, maintain and amend as needed, the Rules of Procedure, which shall govern the function and operation of a Board-Established Focus Group.
- b) Staff Support Person: each Citizen Committee shall have a Staff Support Person assigned by either the County Administrator or appropriate agency;
- c) Staff Responsibility: upon the adoption of an Enabling Resolution identifying the Citizen Committee as a Focus Group, the Staff Support Person shall be responsible for the following:
 - i) assuring that all members of the Focus Group, after having completed the Orientation, understand the Public Records Law and Code of Ethics - Standard of Conduct before being allowed to participate in any meeting of the Focus Group;
 - ii) coordinating and providing Staff assistance, as necessary, for the meetings of the Focus Group; and conducting each meeting of the Focus Group;
 - iii) at or before the first meeting, providing a copy of the Rules of Procedure to all members of the Focus Group and to the Rules of Procedure custodian, as designated by the County Administrator;
 - iv) assuring that the Focus Group functions and operates in accordance with the Rules of Procedure for the Focus Group and the Enabling Resolution;
 - v) reviewing Citizen Committees' purpose and function to ensure the Citizen Committee is meeting the Board's intended goals; and
 - vi) notifying the County Administrator and/or the County Attorney, as soon as reasonably possible, of any violations of any law applicable to the Focus Group and any other problems encountered with the function and operation of the Focus Group.

9) **Board-Established Decision Making Committees Function and Operation**

- a) Bylaws and Amendments to Bylaws: the County Administrator in conjunction with the County Attorney, or their designees, shall develop, maintain and amend as needed, Bylaws, which shall govern the function and operation of a Board-established Decision Making Committee. Unless otherwise prohibited or Federal, State or local law, Bylaws and amendments to bylaws must be approved by the County Administrator and County Attorney and, if required in the Citizen Committee's governing documents, by the Board.
- b) Staff Support Person: each Citizen Committee shall have a Staff Support Person assigned by the County Administrator or designee.
- c) Staff Responsibility: upon the adoption of an Enabling Resolution identifying the Citizen Committee as a Decision Making Committee, the Staff Support Person shall be responsible for the following:
 - i) assuring that all members of the Decision Making Committee after having completed Orientation, understand the Public Records Law, the Sunshine Law and the Code of Ethics, before being allowed to participate in any meeting of the Decision Making Committee;
 - ii) coordinating and providing Staff assistance, as necessary, for the meetings of the Decision Making Committee; and conduct each meeting of the Decision Making Committee;
 - iii) assuring that reasonable notice to the public is given for each meeting of the Decision Making Committee;
 - iv) assuring that, at the first meeting of the Decision Making Committee, a Chairperson is elected and that the Bylaws are provided to each member and a copy of the adopted Bylaws is provided to the Bylaws custodian as designated by the County Administrator;
 - v) assuring that minutes of each meeting of the Decision Making Committee are prepared, per Statute 286.011 Government-in- the-Sunshine Law, as soon as reasonably possible after each meeting, and ensuring that copies of such minutes are retained in a secure area. Staff Support Person shall be considered the minutes custodian for the Decision Making Committee;
 - vi) assuring that the Decision Making Committee functions and operates in accordance with the Bylaws for the Decision Making Committee and the Enabling Resolution;
 - vii) reviewing Citizen Committees' purpose and function to ensure the Citizen Committee is meeting the Board's intended goals;
 - viii) preparing an agenda item, as necessary, to advise the Board of the recommendations of the Decision Making Committee with regard to the matter for which the Decision Making Committee was established; and

Policy No. 03-15
Board-Appointed Citizen Committees

- ix) notifying the County Administrator and the County Attorney as soon as reasonably possible of any violations of any law applicable to the Decision Making Committee and of any other problems encountered with the function and operation of the Decision Making Committee.

10) Dissolution of Citizen Committees

- a) The Citizen Committee shall be dissolved only as directed by the Board.

Revised 2/13/18

Board of County Commissioners

Leon County, Florida

Policy No. 03-15

Title: Board-Appointed Advisory Committees

Date Adopted: October 11, 2011

Effective Date: October 11, 2011

Reference:

- Florida Statute Chap. 112, Part III, Code of Ethics for Public Officers and Employees
- Florida Statute Chap 119, Public Records
- Florida Statute §286.011, Government-in-the-Sunshine Law
- Leon County Board of County Commissioners (LCBCC) Policy No. 03-05, Code of Ethics

Policy Superseded: Policy No. 00-5, "Volunteer Boards and Committees;" Policy No. 97-9, "Voting Conflicts on Boards, Committees, Councils, and Authorities"; Policy No. 03-15, Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution, adopted September 23, 2003; Policy No. 03-15, revised April 12, 2011

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a revised policy entitled "Board-Appointed Advisory Committees" be hereby adopted, to wit:

POLICY

1) **Authority, Purpose, Intent, and Scope**

- a) Authority: to the extent the Policy delegates any authority, it is so delegated to the County Administrator.
- b) Purpose: to establish a policy and procedure to govern the establishment, appointment, function, operation, and dissolution of all Advisory Committees appointed by the Board.
- c) Intent:
 - i) to efficiently manage the resources available to Leon County by assuring that all Advisory Committees function in the most fiscally responsible manner and, when no longer needed, are dissolved as soon as practicable;
 - ii) to assure that all Advisory Committees appointed by the Board comply with all applicable Government-in-the-Sunshine, Public Records, and Code of Ethics Laws; and
 - iii) to assure that all citizens, who volunteer their time to serve on an Advisory Committee, are protected from unknowingly committing an unlawful act by appointing them only to appropriate committees and providing them with a thorough Orientation.
- d) Scope: governs all Board-appointed Advisory Committees in existence on the Effective Date of the Policy and to any Board-appointed Advisory Committees thereafter established; and shall not apply to any committees or groups appointed by, or under the delegation of, the County Administrator under his/her executive powers, duties, or responsibilities as provided under the Administrative Code of Leon County, as may be amended from time to time, or any other executive power provided under any other statute, ordinance, or rule promulgated by federal, state, or local law.

2) **Definitions**

The following terms, when used in the Policy in their capitalized form, shall be defined as follows:

- a) Ad Hoc Advisory Committee. an Advisory Committee established for a specific task or objective, and dissolved after the completion of the task or achievement of the objective.
- b) Advisory Committee: any board, Committee, or group previously or hereafter established by the Board to provide input, advice, and/or recommendations regarding matters to be brought before the Board for approval, and which is identified in its Enabling Resolution as either a Decision Making Committee or a Focus Group.
- c) Applicant: a person who is interested in serving on an Advisory Committee and who is required to submit an Application, completed in accordance with the Policy.
- d) Applicant Pool: the group of Applicants eligible for appointment to an Advisory Committee.

Policy No. 03-15
Board-Appointed Advisory Committees

- e) Application: the form to be completed and submitted by those persons interested in serving on an Advisory Committee, other than those persons whose public positions are specifically identified by statute, code, rule, policy, or other state, federal, or local law as a required member of the Advisory Committee as identified in such law. For example, the Chairman of the Board of County Commissioners, the Secretary of the Department of Transportation, or the President of Florida State University, provided, however, that persons who are identified in such laws only through their occupation, for example a building contractor or a real estate broker, are not exempt from the application process.
- f) Board: the Leon County Board of County Commissioners.
- g) Commissioner: a member of the Leon County Board of County Commissioners.
- h) County: Leon County, Florida.
- i) Decision Making Committee: an Advisory Committee intended to become part of the Board's decision-making process by virtue of direction in its Enabling Resolution to provide to the Board recommendations regarding matters to be considered for Board approval. A Decision Making Committee conducts its meetings under the direction of a Chairperson, with Staff acting only in a role of facilitator; operates under Bylaws approved by the County Administrator and the County Attorney; considers alternatives and narrows or eliminates options for Board consideration; and conducts a vote to either make its final recommendations to the Board as directed in its Bylaws, or make a final binding decision without returning to the Board, based on authority delegated by statute, code, rule, policy, or other state, federal, or local law - because of the voting requirement strongly discourages the appointment of Stakeholders as members.
- j) Enabling Resolution: the Resolution adopted by the Board, pursuant to the procedures set forth herein, which authorizes the creation of an Advisory Committee and which establishes the Advisory Committee as either a Decision Making Committee or a Focus Group.
- k) Focus Group: an Advisory Committee *not* intended to become part of the Board's decision-making process, but rather is intended, by virtue of its Enabling Resolution, to merely provide a fact-finding source of community input and technical resources for use by Staff in developing a Staff recommendation regarding a matter to be considered for Board approval. A Focus Group conducts its meetings under the direction of Staff, provides collective input to Staff through individual comments of the Focus Group members, has no need for Bylaws, takes no vote as a group and, therefore, appointment of Stakeholders as members does not present a conflict of interest.
- l) Lobbying: influencing or attempting to influence legislative or quasi-judicial action or non-action through oral or written communication, or an attempt to obtain the goodwill of a member of the Board, a member of a quasi-judicial board, a member of an Advisory Committee, a County Commission aide, the County Administrator, the County Attorney, the Assistant County Administrator, a Department/Division Director, the Director of Purchasing, the Chief Building Inspector, or other employees who have binding administrative authority.
- m) Lobbyist: any of the following persons:

Policy No. 03-15
Board-Appointed Advisory Committees

- i) any natural person who, for compensation, seeks, or sought during the preceding twelve months, to influence the governmental decision-making of a reporting individual or procurement employee or his or her agency or seeks, or sought during the preceding twelve months, to encourage the passage, defeat, or modification of any proposal or recommendation by the reporting individual or procurement employee or his or her agency;
 - ii) any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of Lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity for the purpose of Lobbying on behalf of that other person or governmental entity; or
 - iii) a person who registers with the Clerk of the Court as a Lobbyist pursuant to Section 8 of Board Policy No. 03-05, Code of Ethics.
- n) **Model Bylaws:** the Board-approved Bylaws template which includes the provisions applicable to every Decision Making Committee, and which is used as the basis for drafting the Bylaws to govern the function and operation of a Decision Making Committee.
- o) **Model Rules of Procedure:** the Board-approved Rules of Procedure template which includes the provisions applicable to every Focus Group and which is used as the basis for drafting the Rules of Procedures to govern the function and operation of a Focus Group.
- p) **Orientation:** the Board-approved publication intended to educate Applicants, Board members, and Staff about the applicability of the Government-In-The-Sunshine Laws, Code of Ethics Laws, and Public Records Laws to Advisory Committees.
- q) **Staff:** any individual(s) employed by the Leon County Board of County Commissioners.
- r) **Staff Support Person:** the member of Staff assigned by the County Administrator to assist an Advisory Committee in carrying out the Board direction as set forth in the Enabling Resolution.
- s) **Stakeholder:** an Applicant that would be potentially subject to an unusually high number of voting conflicts under Florida Statute §112.3143, including any of the following persons:
- i) a person to whom would inure a special private gain or loss by virtue of Board action taken on a matter for which an Advisory Committee was established;
 - ii) a person with a relative to whom would inure a special private gain or loss by virtue of Board action taken on a matter for which an Advisory Committee was established; for purposes of this subsection, the term “relative” includes any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law;
 - iii) a person with a business associate to whom would inure a special private gain or loss by virtue of Board action taken on a matter for which an Advisory Committee was established;

- iv) a person who is retained by any principal to whom he or she knows would inure a special private gain or loss by virtue of Board action taken on a matter for which an Advisory Committee was established; or
- v) a person who is retained by any parent organization or subsidiary of a corporate principal, other than an agency as defined in Florida Statute §112.312(2), to which he or she knows would inure a special private gain or loss by virtue of Board action taken on a matter for which an Advisory Committee was established.
- t) Standing Advisory Committee. an Advisory Committee with a continued existence, and established to carry out its assigned tasks or objectives on an ongoing basis.

3) Establishment of Advisory Committees

Any and all Advisory Committees to be formed on or after the Effective Date of the Policy shall be established only as follows:

- a) Who May Request: an Advisory Committee may be established only upon the request of any member of the Board, the County Administrator, or the County Attorney.
- b) How Request is Made: a request to establish an Advisory Committee shall be made only as directed by the Board.
- c) Enabling Resolution: upon Board approval to establish an Advisory Committee, the County Administrator, or designee, shall, as soon as reasonably possible, coordinate an agenda item for the Board's adoption of the Enabling Resolution establishing the approved Advisory Committee; the Enabling Resolution shall, to the extent possible, be based on the information provided in the Committee Request Form and shall include, but not be limited to, the following:
 - i) identification of the Advisory Committee as either a Decision Making Committee or a Focus Group;
 - ii) a statement of the purpose, function, goals, and responsibilities of the Advisory Committee;
 - iii) the configuration of the membership of the Advisory Committee which, unless precluded by state, federal, or local law, shall be determined by the Board, at its discretion;
 - iv) a statement indicating whether the members of the Advisory Committee shall be subject to full and public disclosure of financial interests;
 - v) identification of the Staff assigned to assist the Advisory Committee, as needed; and
 - vi) identification of a date, or an occurrence of an event, after which the Advisory Committee will dissolve unless otherwise continued with Board approval prior to the date of dissolution.

Policy No. 03-15
Board-Appointed Advisory Committees

- d) When Appointments are Made: upon Board adoption of an Enabling Resolution establishing the Committee, the County Administrator, or designee, shall, as soon as reasonably possible, coordinate a Board agenda item for the appointment of the selected Applicants to the approved Advisory Committee in accordance with Section 6) herein.

4) Responsible Departments

- a) County Administrator, or designee, shall be responsible for the implementation and compliance of the Policy, and shall be charged with the following responsibilities to be carried out in accordance with the Policy:
 - i) developing and implementing the application process;
 - ii) developing and implementing a process for the selection and appointment of members to Advisory Committees;
 - iii) developing and implementing an Orientation program;
 - iv) assuring that all Advisory Committees are properly functioning and operating; and
 - v) developing and implementing a centralized custodial system for retaining minutes, Rules of Procedure, and Bylaws of Advisory Committees.
- b) County Attorney: shall be responsible for providing any legal guidance necessary for the County Administrator to carry out his/her responsibilities under the Policy.

5) Application Process for Advisory Committees

- a) Application Form
 - i) The County Administrator shall develop and maintain an Application in a form to be approved by the Board.
 - ii) The Application shall include, but not be limited to:
 - (1) an inquiry sufficient to establish the Applicant's experience, qualifications, and interests for the purpose of determining for which Advisory Committees the Applicant would be best suited;
 - (2) an inquiry sufficient to establish whether the Applicant would be a potential Stakeholder on any Advisory Committee or would otherwise be subject to an unusually high number of voting conflicts on any Advisory Committee;

- (3) an inquiry sufficient to establish whether the Applicant, if appointed to an Advisory Committee, would be subject to the requirements of the Code of Ethics for “doing business with one’s agency” under Florida Statutes §112.313(3) and Leon County Board of County Commissioners Policy No. 03-05 §6(II) and/or having a “conflicting employment or contractual relationship” under Florida Statutes §112.313(7) and Leon County Board of County Commissioners Policy No. 03-05 §6(VI);
 - (4) an inquiry sufficient to establish whether the Applicant is a Lobbyist;
 - (5) an inquiry sufficient to confirm that the Applicant has completed Orientation, provided on the County’s Citizen Committees website: www.leoncountyfl.gov/bcc/committees/list;
 - (6) an inquiry sufficient to confirm that the Applicant is a resident of Leon County;
 - (7) an inquiry sufficient to confirm that the Applicant, if appointed, will not be serving on more than one Standing Advisory Committee (there shall be no such prohibition against serving on more than one Ad Hoc Advisory Committee); and
 - (8) a notice to the Applicant, set off in bold typeface in a font size slightly larger than the surrounding text, which will inform the Applicant of his/her obligation, if appointed to an Advisory Committee, to follow the applicable Sunshine Laws, Code of Ethics, and Public Records Laws, and of the consequences of violating the applicable law including criminal penalties, civil fines, and the voiding of any subsequent Board action.
- b) Preliminary Application Review
- i) the County Administrator, or designee, shall review all Applications for completeness:
 - (1) confirmation that the Applicant has completed all applicable sections of the Application;
 - (2) confirmation that the Applicant is a resident of Leon County; and
 - (3) confirmation that the Applicant is not currently serving on any other County Advisory Committee
 - ii) in the event that any Application is found to be incomplete, or that any Applicant is found not to be a resident of Leon County, the Applicant shall be notified of such deficiency in the Application.
 - iii) Upon approval of the Applicant, the Application will be maintained, on file, for a period of two years.

6) Appointment of Members to Advisory Committees

- a) Assignment of Staff Support Person: each Advisory Committee shall have a Staff Support Person assigned by either the County Administrator or appropriate agency;
- b) Review of Applications: In the event of a need for appointments of members to an Advisory Committee, the County Administrator, or designee, shall work with the Staff Support Person to collectively review the Applications;
- c) Appointment of Members by Individual Commissioners: upon review of the Applications, in accordance with Section 6)b) herein, the County Administrator, or designee, shall coordinate the selection of Applicants as follows:
 - i) the list of Applicants available and eligible for selection, together with the required Application in accordance with Section 6)b) herein, shall be provided to each Commissioner;
 - ii) the matter shall be placed, as soon as reasonably possible, on the Board's agenda for appointment of each selection to the Advisory Committee; and
 - iii) selections shall be made from the list of Applicants, provided by the County Administrator, or designee, in accordance with the Policy.
- d) Appointment of Members by Full Board: the selection of Applicants by the Full Board, in accordance with Section 6)c) herein, shall be approved by a majority vote of the Board.
 - i) the list of Applicants available and eligible for selection, together with the required Application in accordance with Section 6)b) herein, shall be provided to each Commissioner;
 - ii) the matter shall be placed, as soon as reasonably possible, on the Board's agenda for appointment by the Board of each selection to the Advisory Committee; and
 - iii) selections shall be made from the list of Applicants, provided by the County Administrator or designee in accordance with the Policy.
- e) Limitation on Reappointment of Members. a current member of an Advisory Committee may be reappointed at the expiration of their term provided, however, that no member may serve more than three consecutive terms.

7) Orientation

- a) Preliminary Matters: the Staff Support Person shall be responsible to assure that, prior to any participation by a newly appointed Advisory Committee member, the member has completed Orientation.

- b) Availability to Applicants: the County Administrator shall assure that the Orientation publication is made available to all Applicants in an easily accessible manner; available at the County's Citizens Committees website: www.leoncountyfl.gov/bcc/committees/list.
- c) Updates and Revisions to Orientation: the County Administrator, in conjunction with the County Attorney, or their designees, shall be responsible for updating and revising the Orientation, as necessary, to reflect any changes in the applicable laws.

8) Focus Groups - Function and Operation

- a) Model Rules of Procedure: the County Administrator, in conjunction with the County Attorney, or their designees, shall develop and maintain the Rules of Procedure, which shall include an attendance requirement and shall govern the function and operation of a Focus Group.
- b) Staff Responsibility: upon the adoption of an Enabling Resolution identifying the Advisory Committee as a Focus Group, the Staff Support Person shall be responsible for the following:
 - i) drafting Rules of Procedure, to include an attendance requirement, for the Focus Group, using the Model Rules of Procedure as a basis;
 - ii) at or before the first meeting, providing a copy of the Rules of Procedure to all members of the Focus Group and to the Rules of Procedure custodian, as designated by the County Administrator;
 - iii) coordinating and providing Staff assistance, as necessary, for the meetings of the Focus Group;
 - iv) conducting, on behalf of the Board, each meeting of the Focus Group;
 - v) assuring that all members of the Focus Group have completed Orientation before being allowed to participate in any meeting of the Focus Group;
 - vi) assuring that the Focus Group functions and operates in accordance with the Rules of Procedure for the Focus Group and the Enabling Resolution;
 - vii) notifying the County Administrator and/or the County Attorney, as soon as reasonably possible, of any violations of any law applicable to the Focus Group and any other problems encountered with the function and operation of the Focus Group;
 - viii) preparing an agenda item, as necessary, to advise the Board of the collective input from the individual members of the Focus Group with regard to the matter for which the Focus Group was established; and
 - ix) assuring that the Focus Group is dissolved in accordance with Section 10) herein.

9) Decision Making Committees - Function and Operation

- a) Model Bylaws: the County Administrator, or designee, in conjunction with the County Attorney, or their designees, shall develop and maintain Bylaws, which shall govern the function and operation of a Decision Making Committee to include, but not be limited to, attendance requirements and procedures for replacement of members when appropriate.
- b) Staff Responsibility: upon the adoption of an Enabling Resolution identifying the Advisory Committee as a Decision Making Committee, the Staff Support Person shall be responsible for the following:
 - i) using the Model Bylaws as a basis, and assuring that the Bylaws are approved by the Decision Making Committee, the Bylaws for the Decision Making Committee shall not deviate from the provisions of the Model Bylaws unless such deviations are approved by the County Attorney;
 - ii) at or before the first meeting, providing a copy of the Model Bylaws template to all members of the Decision Making Committee;
 - iii) coordinating and providing Staff assistance, as necessary, for the meetings of the Decision Making Committee;
 - iv) assuring that all members of the Decision Making Committee have completed Orientation before being allowed to participate in any meeting of the Decision Making Committee;
 - v) assuring that reasonable notice to the public is given for each meeting of the Decision Making Committee;
 - vi) assuring that, at the first meeting of the Decision Making Committee, a Chairperson is elected and that the Bylaws are reviewed and the Decision Making Committee finalizes language;
 - vii) assuring that a copy of the adopted Bylaws is provided to the Bylaws custodian as designated by the County Administrator;
 - viii) assuring that minutes of each meeting of the Decision Making Committee are prepared as soon as reasonably possible after each meeting, and copies of such minutes are provided to the minutes custodian as designated by the County Administrator;
 - ix) assuring that the Decision Making Committee functions and operates in accordance with the Bylaws for the Decision Making Committee and the Enabling Resolution;
 - x) notifying the County Administrator and the County Attorney as soon as reasonably possible of any violations of any law applicable to the Decision Making Committee and of any other problems encountered with the function and operation of the Decision Making Committee.

Policy No. 03-15
Board-Appointed Advisory Committees

- xi) preparing an agenda item, as necessary, to advise the Board of the recommendations of the Decision Making Committee with regard to the matter for which the Decision Making Committee was established; and
- xii) assuring that the Decision Making Committee is dissolved in accordance with Section 10) herein.

10) Dissolution of Advisory Committees

The Advisory Committee shall be dissolved only as follows:

- a) No later than thirty (30) days prior to the date, or the occurrence of the event, after which the Advisory Committee is to be dissolved, as directed in the Enabling Resolution.
 - i) The Staff Support Person shall inform the County Administrator, or designee, by e-mail or written memorandum, as to whether the Advisory Committee will require additional time in which to accomplish the goals and directives set forth in the Enabling Resolution.
 - ii) In the event additional time is required, the Staff Support Person will be responsible for preparing an agenda item seeking the Board's approval for additional time.
 - iii) If additional time is not required, the Staff Support Person shall, upon the completion of the goals and directives in the Enabling Resolution, notify the County Administrator, or designee, by submitting a Committee Dissolution Form, of such completion, and the Advisory Committee shall thereupon be dissolved.
- b) The County Administrator, or designee, shall conduct biennial reviews of the Advisory Committees' purpose and function.
 - i) The County Administrator, or designee, will be responsible for preparing an agenda item that provides the status of focus groups and decision-making committees, created at the sole discretion of the Board, and provide staff recommendations regarding whether the committee's purpose and function continues to support the Board's intended goals.
 - ii) If the Board determines a Committee is no longer needed, the County Administrator, or designee, will submit a Committee Dissolution Form, and the Advisory Committee shall thereupon be dissolved, as soon as practicable.

Revised 10/11/2011

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Status Report on the Council on Culture and Arts Efforts Related to the Cultural Plan, Operations, and Grant Programs

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri L. Post, Director, Division of Tourism Chris L. Holley II, Assistant to the Director

Statement of Issue:

As requested by the Board during the October 24, 2017 meeting, this agenda provides a status report on the Council of Culture and Arts efforts related to the implementation of the Cultural Plan, operating costs, and grant programs.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on Council on Culture and Arts efforts related to the Cultural Plan, operations, and grant programs.

Report and Discussion

Background:

During the October 24, 2017 meeting, the Board requested an update from the Council on Culture and Arts (COCA) on its efforts related to the Cultural Plan, its operating costs, and an overview of its grant programs including the identification of grant recipients that qualify for Tourist Development Tax (TDT) funding.

Each year, Leon County Government utilizes TDT revenues directly (administered by the Tourism Division) and indirectly (administered by COCA) to offer grant opportunities to local organizations that put on events to attract visitors to the destination and provide cultural programming and activities which enhance the market for both residents and visitors. Leon County supports cultural arts programs and activities through COCA with a combination of general revenue (\$150,000) and nearly \$1.4 million of TDT revenue detailed in the contract approved by the Board on April 28, 2015.

The City of Tallahassee provides \$192,036 annually to COCA. These funds provide operating support as well as support for the City's Art in Public Places Program. COCA curates and installs rotating exhibits in the City Hall and 'Artport' gallery at the airport. COCA also manages the City's permanent art collection which is displayed throughout City Hall and other public buildings as well as other publicly accessible outdoor locations.

COCA is a non-profit organization designated to serve as the local arts agency for Tallahassee and Leon County. COCA is the umbrella agency for arts and culture, and works with and for those who produce, invest in, and enjoy the arts and culture in the area. COCA administers grant programs on behalf of the County and City, distributing approximately \$1.3 million in grant funding annually, largely comprised of TDT funding, to non-profit arts and cultural organizations that contribute significantly to the quality of life and tourism industry in Leon County. Since the Cultural Plan Update in 2014 and reallocation of TDT funds previously dedicated to the performing arts center, the County provides 25% of its TDT revenue (or 1¼ cents) to COCA for nearly \$1.4 million of the County's \$1.5 million investment in FY 2017.

Analysis:

Since the adoption of the Cultural Plan Update in 2014, the County has worked with COCA to continually refine the funding opportunities and programming associated with the implementation of the Plan. At the Commission Workshop on September 15, 2015 regarding the implementation of the Cultural Plan, the Board directed that COCA's annual report align the organizational outcomes with elements of the Cultural Plan and better identify the revenues and expenditures utilized (Attachment #1). Consistent with the Board's direction and reports provided in recent years, COCA's FY 2017 annual report demonstrates the nexus between COCA's programming and the Cultural Plan as well as the root funding source (Attachment #2). Most recently, COCA's board of directors decided to consolidate its strategic plan with the Cultural Plan for approved alignment and efficiency.

Per its contract with the County, COCA must also submit a financial audit at the end of each fiscal year which has been satisfied for FY 2017 (Attachment #3). For the purpose of this status report, Table #1 is embedded in this analysis to outline the functional expenses as reported in COCA's FY17 audit (pg. 15 of Attachment #3). With a total budget of \$1.8 million, COCA administered over \$1.2 million in grants to 27 different organizations in FY 2017 utilizing both TDT and general revenue funds. As described later in this analysis, the budgeted funds for the Cultural Facilities Matching Grant Program have not been fully utilized so, at COCA's request, the Board recently approved modifications to better meet the needs of local cultural organizations with the allocated resources.

**Table #1: Council on Culture and Arts – 2017
 Schedule of Functional Expenses**

	Program Services	Management & General	Fundraising	Total
County Grant Payments	\$ 1,224,895	\$ -0-	\$ -0-	\$ 1,224,895
Salaries	249,114	71,663	20,475	341,252
Marketing and Advertising	38,306	11,020	3,147	52,473
Office Space Rental	35,040	10,080	2,880	48,000
Depreciation	23,137	6,656	1,902	31,695
Payroll Taxes	19,089	5,491	1,569	26,149
Insurance	16,123	4,638	1,325	22,086
Professional Services	11,552	3,323	950	15,825
Office Expenses	10,180	2,928	837	13,945
Equipment	3,872	1,114	318	5,304
Travel and Hospitality	3,510	1,010	288	4,808
Public Meetings and Events	3,451	993	284	4,728
Supplies	2,354	677	194	3,225
Direct Program Costs	2,966	-0-	-0-	2,966
Finance and Bank Charges	-0-	1,027	-0-	1,027
Total Functional Expenses	\$ 1,643,589	\$ 120,620	\$ 34,169	\$ 1,798,378

At the Board's Workshop on February 7, 2017, staff provided an update on Tourism and Cultural Grant funding efforts with detailed descriptions of the various funding opportunities and avenues for local organizations seeking financial assistance in support of festivals, sporting events, and cultural programming or activities (Attachment #4). The update also outlined coordination efforts ongoing between the Division of Tourism, COCA, the Community Redevelopment Agency (CRA), the Downtown Improvement Authority (DIA), and City staff. COCA hosted its second shared grant workshop in FY17 with representatives from the Division of Tourism, City of Tallahassee, Community Redevelopment Agency, Florida Division of Cultural Affairs, and Division of Historical Resources. Feedback from the community meetings was very positive and, as the Board directed, staff will continue with the development of the shared online grant portal that would streamline each organization's processes and allow for data to be shared between organizations regarding applicant requests such as detailed budgets, marketing plans, and programming.

COCA's Grant Programs

Developed by a community task force, COCA's grant guidelines are reviewed and revised every year. A diverse panel of community volunteers, including a representative from the Tourist Development Council, reviews applications and makes funding recommendations. COCA offers technical reviews, consultations, and grant writing workshops to assist applicants throughout the grant process. Additionally, there is ongoing communication between COCA and Tourism staff during the application and pre-review stages, to communicate and cross-check information to ensure there is no duplication of event funding requests. Following the announcement of grant awards, COCA offers an appeal process as well as a final meeting of grant program participants, to review how the process might be improved in the future. The following sections outline each of COCA's three grant programs and the FY17 grant awards are included in Attachment #5.

COCA Cultural Tourism Marketing Grant Program – Budget of \$62,550

The Cultural Tourism Marketing Grant Program was created by COCA following the Cultural Plan Update in 2014 to meet the needs identified by cultural organizations and is fully supported by TDT funds. The Cultural Tourism Marketing Grant Program is designed to increase visibility of arts and cultural organizations in Leon County and therein positively impact tourism revenues. Funds are to be awarded to organizations that wish to develop, execute and evaluate effective marketing and promotional initiatives targeted towards attracting travel and tourism to Leon County for engagement in arts and cultural presentations and activities. Examples of eligible opportunities include, but are not limited to: media placements and production (print, online, broadcast, and radio), printed materials, tradeshow registration fees and booth rentals, video/CD-ROM, DVD production, public relations/media communications, promotional items, and website development.

COCA Cultural Grant Program – Budget of \$992,440

COCA's Cultural Grant Program is designed to support programs that create broader public access and participation in the arts which enhance the community's quality of life, local economy, and tourism impact. Eligible charitable organizations must be a 501c(3), have arts and/or history as its primary purpose, and have been providing arts or cultural programming in their discipline for at least three complete fiscal years. The eligible organizations must offer multiple events and/or cultural programming regularly available to the public and produced throughout the year. COCA's Cultural Grant Program is supported both by TDT funds and general revenue. Through its technical review process, COCA staff identifies the applications for programs that adhere to section 125.0104, Florida Statutes, relating to the use of TDT funds. Applications are then split into those that are eligible to receive TDT or general revenue funds and awarded in order of their score until funding is exhausted.

Recipients of County TDT funds through COCA are required to demonstrate efforts that promote, enhance, and grow the destination. Recipients of general revenue funds must demonstrate dedication to creating broader public access, benefit and participation in arts and cultural activities in our community, enhancing both quality of life and our local economy. For example, in-school or after-school arts education programs which have no tourism impact are funded with general revenue because they do not meet the statutory criteria to be eligible for

TDT. COCA offers applicants an appeal process before a final vote is taken by its board of directors. Once approved by COCA, the awards are then reported to the TDC.

COCA Cultural Facilities Matching Grant Program – Annual budget of approximately \$250,000
In response to another priority of the 2014 Cultural Plan Update, the County dedicated an additional ¼ cent of TDT to create the Cultural Facilities Matching Grant Program to support the construction, renovation, acquisition, and/or equipping of eligible cultural facilities. The Cultural Facilities Matching Grant Program offers support and funding for renovation, new construction, acquisition or equipping of cultural facilities located in Leon County. A cultural facility is a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions for any of the arts and cultural disciplines including, but not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and historical/heritage facilities. To be an eligible applicant, organizations must be physically located in Leon County, a nonprofit tax-exempt Florida Corporation, and have provided at least three years of year-round arts or cultural programming in the County. Applicants may apply for a minimum of \$5,000 and maximum of \$100,000 but requests must be no greater than 50% of the total eligible budget costs for the project. Organizations may only submit a single application per year and those who are awarded funding are now eligible for capital funding in subsequent fiscal years.

Since the inception of this grant program in FY 2015, Leon County has awarded five matching grants totaling \$414,015 in TDT funds. Unable to fully utilize the \$250,000 annual budget, COCA worked with staff to identify opportunities to better meet the needs of local cultural organizations with these resources. On October 24, 2017 the Board approved COCA's request to modify this program in order to expand the eligibility and fully utilize the remaining funds committed to this grant program through FY 2019 (Attachment #6).

Summary

Leon County supports cultural arts and programming through COCA each year, investing over \$1.5 million in the most recent fiscal year including nearly \$1.4 million of TDT funds. COCA utilizes these funds to implement the Cultural Plan and administer grant programs for the programmatic marketing, and capital improvement needs of cultural organizations throughout the community. This investment continues to support the County's many diverse cultural organizations while also raising the awareness of our community as a cultural destination. In an effort to continuously enhance the evaluation of awarding of grants to cultural organizations, Leon County will continue to partner with COCA and other community granting organizations on the development of a shared online grant portal with anticipation of a launch for the FY20 funding cycle.

Options:

1. Accept the status report on Council on Culture and Arts efforts related to the Cultural Plan, operations, and grant programs.
2. Do not accept the status report on Council on Culture and Arts efforts related to the Cultural Plan, operations, and grant programs.
3. Board Direction.

Recommendation:

Option #1.

Attachments:

1. September 15, 2015 Workshop providing an update from the Council on Culture & Arts on the Implementation of the Cultural Plan
2. COCA Annual Report FY17
3. FY17 COCA Financial Audit – Carroll and Company
4. February 7, 2017 BOCC Workshop on the Tourism and Cultural Grant Funding Efforts
5. FY17 COCA Grant Program Awards
6. October 24, 2017 Agenda Item on the COCA Facilities Matching Grant Program

Leon County Board of County Commissioners

Cover Sheet for Workshop

September 15, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Workshop Providing a Status Report on Council on Culture & Arts Funding and an Update on the Implementation of the Cultural Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Chris Holley II, Assistant to the Director

Fiscal Impact:

The County has increased its investment in the cultural arts through the reallocation of Tourist Development Tax (TDT) funds beginning in FY15. The Board's reallocation increased the TDT dedicated to the Council on Culture & Arts (COCA) from approximately ½-cent TDT (\$504,500) to a total 1¼-cent TDT (approximately \$1.13 million), which is used to support the cultural plan and grant programs administered through COCA. A portion of these funds (¼-cent) is available in arrears the following year to support a capital grants program. Specifically, monies accrued from the ¼-cent during FY 2015 will be available during FY 2016 and continue through FY 2020.

The expenditure of these funds through COCA shall be in accordance with the approved Cultural Plan (Attachment #1), including the cultural capital improvement grants.

Staff Recommendation:

Option #1: Accept the status report on Council on Culture & Arts Funding and an update on the implementation of the Cultural Plan.

Title: Workshop Providing a Status Report on Council on Culture & Arts Funding and an Update on the Implementation of the Cultural Plan

September 15, 2015

Page 2

Report and Discussion

Background:

In 2003, the “Cultural Plan for the Future of the City of Tallahassee and the Capital Area” was developed by an advisory group appointed by the City of Tallahassee, as well as participation by several community leaders. Since 2003, Leon County has partnered with the Council on Culture & Arts (COCA) to implement the Cultural Plan and administer the cultural grant program.

On September 18, 2012, the Board directed the County Administrator to work with the City Manager to finalize a proposal to update the 2003 Cultural Plan. The following month, the Board approved a process to update the Plan with an 18-member Cultural Plan Review Committee (Committee) appointed by the County and City Commissions. Staff support for the Committee was provided by the City as the County provided staffing for the Sales Tax Committee. The Committee was tasked with reviewing the original Cultural Plan, assessing the status of plan implementation, determining what portions of the plan need to be updated or omitted based on changes that have occurred, and providing recommendations to the County and City Commissions on modifications to the plan objectives.

The Committee met for one year with the first meeting held on December 10, 2012. The Committee unanimously approved the Cultural Plan in December 2013 and provided the final report to the County on January 31, 2014 (Attachment #1). On February 11, 2014, the Board held a workshop on the Cultural Plan and approved recommendations such as increasing the County’s investment in the cultural arts by dedicating a full one-cent of bed taxes as well as an additional ¼ cent to support a capital needs matching grant program as recommended in the Cultural Plan (Attachment #2). In addition, the Board provided direction to staff to work with COCA in identifying potential operational efficiencies and cost savings (Attachment #3). The efficiencies achieved through this partnership are discussed in the analysis portion of this workshop item on page five.

On October 14, 2014 meeting, the Board reached an agreement with the City regarding the reallocation of one-cent of Tourism Development Tax (TDT), previously dedicated to the creation of a performing arts center, to support cultural grants starting in FY 2015. In addition, for five years beginning in FY 2015, the County agreed to dedicate an additional ¼ cent of TDT to support a capital needs matching grant program. Monies accrued from the ¼ cent during FY 2015 will be distributed during FY 2016 and continue through FY 2020 (Attachment #4). During this five-year term, the County and City agreed to continue to commit general revenues funds in the amount of no less than \$150,000 each towards the operation of COCA. Table #1 on page four of the item outlines the County and City funding support for COCA. On December 9, 2014, the Board approved the interlocal agreements with the City and CRA to effectuate these recommendations (Attachment #5). The City and the CRA subsequently approved the new agreement on December 10 and 11, respectively. Subsequently, the Board approved the tourism ordinances related to collection of the tourist development tax at the first and only public hearing in February 2015 (Attachment #6).

Title: Workshop Providing a Status Report on Council on Culture & Arts Funding and an Update on the Implementation of the Cultural Plan
September 15, 2015
Page 3

In light of the new Cultural Plan, the selection of the new executive director for COCA, and the shifting of resources to implement the Cultural Plan, the Board also directed staff to schedule a workshop to provide an update from COCA on the implementation of the Cultural Plan, including the cultural capital improvement grants and increase in tourism funding.

Analysis:

This workshop provides the Board with a status report on COCA funding and an update on the implementation of the Cultural Plan including the historical funding for COCA, the TDT support provided to arts and culture compared to other counties in Florida, COCA’s plans for these funds.

Overview on Funding for COCA:

Tourism Development has utilized TDT to market Tallahassee and Leon County as a destination for nature-based tourism activities, history and heritage, visual and performing arts, science and discovery, sporting events, meetings and conferences, filming, dining, nightlife and shopping. Prior to FY 2015, \$504,500 of TDT revenue was provided to COCA to be re-granted to cultural organizations and events throughout the community. An additional \$150,000 from the County’s general revenue was also allocated to COCA for administrative support. As discussed previously, beginning in FY 2015 the TDT dedicated to COCA increased from a fixed amount of \$504,500 (or approximately ½ cent) to a total 1¼-cent (approximately \$1.13 million). The disbursement of \$150,000 from general funds each from the County and City for the operation of COCA will continue to occur.

Table #1 depicts the COCA’s funding from the County and City over the past four fiscal years as well as the tentative budget for the upcoming fiscal year. The City currently (FY 2015) provides \$403,338 of general revenue for the cultural grant program. At the time of writing this workshop item, the City budget staff indicated that the tentative FY 2016 budget allocates \$192,039 for COCA’s administrative expenses (\$150,000) as well as funding for the cultural resources commission and the art in public places program (\$42,036). Should the city reduce its funding support, COCA will utilize the additional TDT funds to support its grant programs and implementation of the cultural plan. If this should occur, COCA’s FY 2016 budget will be \$1,493,911 compared to \$1,649,874 in FY 2015. It should be noted that COCA’s FY 2016 budget is still an increase in funding compared to its FY 2014 by \$244,037.

Table #1: COCA’s Funding from the County and City

	Funding Source	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016 (Tentative)
City of Tallahassee¹	General Revenue	\$721,334	\$595,374	\$595,374	\$595,374	\$192,036
Leon County	General Revenue	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
	TDT to Support Operating Grants	\$504,500	\$504,500	\$504,500	\$904,500	\$921,500
	TDT to Support Capital Grants	0	0	0	\$0 ²	\$230,375
	<i>County Subtotal</i>	<i>\$654,500</i>	<i>\$654,500</i>	<i>\$654,500</i>	<i>\$1,054,500</i>	<i>\$1,301,875</i>
	Total:	\$1,375,834	\$1,249,874	\$1,249,874	\$1,649,874	\$1,493,911

¹All City funding support provided through general revenue. The table above reflects the City’s FY 2016 tentative budget for COCA at the time of writing this workshop item.

²In FY 2015, ¼ cent of TDT is available in arrears to support a capital grants matching program. More specifically, monies accrued from the ¼-cent during FY 2015 will be available during FY 2016 and continue through FY 2020.

Title: Workshop Providing a Status Report on Council on Culture & Arts Funding and an Update on the Implementation of the Cultural Plan

September 15, 2015

Page 4

Table #2 shows how Leon County compares other communities who invest tourism dollars to art/culture and the percentages of funds allocated. As reflected below, Leon County dedicates 25% of the total TDT collections to arts and culture, which is substantially higher than other counties in Florida.

Table #2: Florida Counties' Support of Arts/Culture with TDT Funds FY 2015

County	% To Arts	\$ To Arts	Total TDT Collections
<i>Leon</i>	22%	<i>\$1.13 million</i>	<i>\$5.1 million</i>
Alachua	17%	\$0.70 million	\$4.1 million
St. Johns	15%	\$1.20 million	\$8.3 million
Sarasota	10%	\$1.79 million	\$18.6 million
Polk	8%	\$0.70 million	\$8.8 million
Broward ¹	1%	\$0.60 million	\$52.5 million
Brevard	<1%	\$0.48 million	\$11.2 million
Pinellas	<1%	\$0.20 million	\$41.2 million
Lee	<1%	\$0.30 million	\$33.3 million
Collier	<1%	\$0.10 million	\$20.0 million

¹Broward County approved an additional \$1 million to be used from TDT reserves.

COCA and the Implementation of the Cultural Plan:

Following the approval of the Cultural Plan, COCA established the Capital Area Cultural Plan Advisory Committee (CPAC), comprised of members of its board of directors and other individuals in the community, to prioritize elements of the Cultural Plan and establish a budget necessary to implement aspects of the plan. A sub-committee was also formed to develop guidelines pertaining to a proposed capital matching grants program, which is discussed in detail on page five. Tourism Development staff has served on CPAC to provide guidance on uses of the TDT and to share insights on possible cooperative marketing opportunities. The achievements CPAC has made toward the implementation of the cultural plan are outlined in Attachment #7.

On April 28, 2015, the Board approved the First Amended and Restated Grant Funding Agreement between COCA and the County regarding cultural programs and activities, the relationship to the promotion of tourism, and a listing of allowable and non-allowable expenditures of TDT funds (Attachment #8). The agreement states that additional investment in the cultural arts through COCA is to support the cultural grant program, the proposed capital needs matching grant program for arts and cultural facilities, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing consistent with uses authorized in section 125.0104, Florida Statutes. The Board's actions ensure the appropriate level of funding to support COCA in its mission to serve the community in the realm of the arts. The Board also approved a resolution to ensure that the TDT funds allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and the components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, are utilized in accordance with Section 125.0104, Florida Statutes (Attachment #9). The resolution provides a brief description of each program, the relationship to the promotion of tourism, and a listing of allowable and non-allowable expenditures for the cultural grants program, the capital needs matching grants for arts and cultural facilities program, and the components of the Cultural Plan that support economic development through tourism and related marketing.

Title: Workshop Providing a Status Report on Council on Culture & Arts Funding and an Update on the Implementation of the Cultural Plan

September 15, 2015

Page 5

Recently, based on the Board's previous direction to explore operational efficiencies between Tourism and COCA, staff updated the COCA calendar including integration with the redesigned VisitTallahassee website as well as continues to provide ongoing assistance in managing the back end of the website. The integration of both calendars eliminated inconsistencies and the necessity of having to enter events on two different calendars. Further, it allows both COCA and Tourism staff to review events before posting to the website. This ensures accurate event information is made readily available for visitors to learn about upcoming events. It also provides the COCA events calendar with more exposure to a far greater audience and to benefit from all Tourism marketing efforts that generate traffic to VisitTallahassee.com.

Staff also held meetings with COCA to further discuss the Board's directive to identify other operational efficiencies, such as contractual marketing/advertising services. Under the leadership of the new Director, Dr. Audra Pittman, staff has continued the discussions on operational efficiencies specifically regarding office space. Staff will keep the Board apprised of these discussions with COCA. Furthermore, staff continues to work with COCA to ensure all grant dollars are used within the allowable uses of the TDT and that these uses are consistent with the resolution approved by the Board. Staff routinely partners with COCA in developing content used in the visitor guide and VisitTallahassee website; and as part of marketing efforts, staff includes arts, culture, and historic attractions in all of the media tours conducted with visiting journalists from lifestyle magazines as well as in regular rotations of weekly social posts on all platforms. This year staff is currently planning its largest industry partners meeting, known as the annual Marketing Rollout, which will prominently feature the arts and cultural community with its theme. The annual marketing event will be held on October 1, 2015 at the Theatre Tallahassee.

Through the work of CPAC and in order to receive the initial disbursement of these funds, COCA has provided FY 2015 budget information detailing how FY15 funds will be spent (Attachment #10) as well as its FY15 Mid-year Report (Attachment #11) specifying activities and achievements to date. In future years, disbursements of the one-cent TDT will be made in quarterly payments contingent upon the receipt of the following:

- non-departmental funding request application identifying the community services activities, as well as those persons responsible for overseeing and assuring delivery of those services, to implement the grant funding;
- timely invoices;
- midyear report and;
- annual report provided to and approved by the County.

As discussed previously, COCA and the CPAC subcommittee are currently in the process of developing the parameters and processes for the capital grants program that will be reviewed by the TDC and presented to the Board for final approval. Once the Board approves the parameters of the capital grants program TDT funds will be available to eligible agencies beginning October 1, 2015 for the program. The Cultural Plan calls for this program to be a one to one match from the receiving organizations in order to obtain capital grant funding. Disbursements of the ¼ cent TDT will be made on a case-by-case basis for the proposed capital grants program as recommended by COCA and approved by the TDC. Receipt of capital grants program funds is also contingent upon an appropriate invoice, Mid-Year report, and Annual report.

Title: Workshop Providing a Status Report on Council on Culture & Arts Funding and an Update on the Implementation of the Cultural Plan

September 15, 2015

Page 6

For FY 2016, the County has forecasted revenue from the TDT at \$921,500 per penny and the ¼ penny is projected to generate \$230,375 resulting in a total estimated support for COCA and the cultural plan of \$1.15 million. In addition to the County will continue to support administrative functions for COCA in the amount of \$150,000 from general revenue. For the upcoming fiscal year, COCA plans allocate \$907,838 for re-granting to cultural organizations and events throughout the community cultural grants, which is the same amount, dedicated in FY 2015. In addition, COCA's other initiatives for FY 2016 include the following and are discussed further in Attachment #12:

- cultural tourism marketing extension grants;
- contracting with Americans for the Arts to participate in a national study of the economic impact of spending by nonprofit arts and culture organizations;
- refreshment of the COCA website (www.tallahasseearts.org), and;
- creation of a new and rebranded events calendar, Tallahassee Arts Guide, to replace morethanyouthought.com, which will still be integrated with the Visit Tallahassee website.

Conclusion:

As discussed previously, in FY 2015 the TDT dedicated to COCA increased from a fixed amount of \$504,500 to a total 1¼-cent (approximately \$1.13 million), which is used to support the cultural plan and grant programs administered through COCA. A portion of these funds (¼-cent) is available in arrears the following year to support a capital grants program as recommended in the Cultural Plan. Specifically, monies accrued from the ¼-cent during FY 2015 will be available during FY 2016 and continue through FY 2020. For FY 2016, the County has budget \$1.15 million to COCA to administer the cultural grant program and implement the Cultural Plan.

Through COCA, the County dedicates 22% of the total TDT collections to arts and culture, which is substantially higher than other counties in Florida. In addition, staff continues to work with COCA to ensure all grant dollars are used within the allowable uses of the TDT and routinely develops content with COCA as part of marketing efforts and for use in the visitor guide and VisitTallahassee website.

The Executive Director of COCA, Dr. Audra Pittman, will be present to give the Board an update on COCA's upcoming FY 2016 initiatives and the implementation of the Cultural Plan.

Options:

1. Accept the status report on Council on Culture & Arts Funding and an update on the implementation of the Cultural Plan.
2. Do not accept the status report on Council on Culture & Arts Funding and an update on the implementation of the Cultural Plan.
3. Board direction.

Recommendation:

Option #1.

Title: Workshop Providing a Status Report on Council on Culture & Arts Funding and an Update on the Implementation of the Cultural Plan

September 15, 2015

Page 7

Attachments:

1. 2014 City of Tallahassee/Leon County Cultural Plan Review Committee Capital Area Cultural Plan
2. February 11, 2014 BOCC Workshop on Consideration of the Cultural Plan Review Committee's Final Report and Recommendations
3. February 25, 2014 Letter from the County Administrator to COCA Regarding the Summary of the February 11, 2014 BOCC Workshop
4. October 14, 2014 BOCC Agenda Item on Consideration of the City's Counter-Proposal to Reallocate the Tourism Development Tax Currently Dedicated to the Performing Arts Center
5. December 9, 2014 Agenda Item on Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax
6. February 10, 2015 Agenda Item – First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47, Providing Amendments to the Leon County Tourist Development Plan, and on a Proposed Ordinance Amending Section 11-46(C)
7. Capital Area Cultural Plan Advisory Committee Summary
8. First Amended and Restated Grant Funding Agreement between Leon County and the Council on Culture & Arts FY 2015 including Exhibits A, B, and C
9. BOCC Resolution to Ensure TDT Funds to Support COCA and the Cultural Plan are Utilized in Accordance with Florida Statute 125.0104
10. COCA Funding Proposal FY 2015 June 15, 2015
11. FY 2015 COCA Mid-Year Report April 15, 2015
12. COCA's Top Initiatives for 2015-2016



DATE: October 27, 2017
TO: Kerri Post, Chris Holley
FROM: COCA Staff
RE: Summary of COCA's FY17 End of Year Report

In alignment with the Capital Area Cultural Plan, below is a summary of COCA's FY17 End of Year Report.

1. Economic Development and Marketing Deliverables (ED&M)

- COCA has seen a 15% increase in subscribers to our weekly "Classifieds" email, which includes prospects for job opportunities, calls for musicians, call to visual artists, grants, and more.
- COCA has compiled and analyzed the economic impact data from Cultural Grant applicants, giving a snapshot of the health of the cultural community.
- In partnership with the Americans for the Arts, COCA implemented the Arts & Economic Prosperity® 5 economic impact survey of local nonprofit arts and culture organizations and their audiences. The total expenditures by Leon County non-profit arts and cultural sector are \$201.9 million.
- In partnership with FSU Center for Economic Forecasting and Analysis (FSU CEFA), COCA implemented an economic impact study of 3,327 for-profit arts, culture and heritage related businesses in Leon County. The total economic impact of for-profit arts and cultural sector is \$526 million.
- COCA staff conducted 22 workshops on a variety of topics including marketing, program evaluation, accessibility, arts education, community networking, social media, fundraising, budgeting, grant writing, managing & recruiting volunteers, and arts entrepreneurship.





- More than 950 total artists are currently listed in COCA's Artist Directory on the Tallahassee Arts Guide. This is a 12% increase from last fiscal year. New artists are regularly added and they now have the ability to add and manage their own artist's profile.
- The subscription base for COCA's weekly "Tallahassee Arts Guide" increased 12% from 10,250 to 11,400 as did the number of cultural events it contains.

2. Education Deliverables (ED)

- COCA was recently recognized with two state awards for our Arts Education programming and service. COCA received the Florida Commissioner of Education's Business Recognition Award and the Florida Art Education Association Community Service/Institution/Corporate Award.
- COCA introduced a new COCA Arts Education Grant Program for local arts teachers. Twelve (12) projects were awarded more than \$5,000. COCA has secured funds from Kia of Tallahassee for the continuation of this grant.
- The number of subscribers to COCA's "Arts in Education Newsletter" increased by 22% from 2,975 to 3,600.
- The "COCA for the Classroom" resource guide is now available on COCA's new TallahasseeArts.org web site.
- The "COCA for Kids" resource guide is now available on COCA's new TallahasseeArts.org web site.
- COCA hosted 18 student interns/volunteers from FSU, FAMU, and area high schools. Additionally, COCA has hosted more than 10 other volunteers to assist with more than 30 community events.
- Eleven (11) public art exhibits were produced by COCA staff who also oversaw and managed all of the coordination, curation, design, and installations these exhibits require. One (1) additional exhibit was produced showcasing student artists who won City art contests.

3. Funding and Facilities Deliverables (FF)





- COCA continued the Cultural Facilities Matching Grant Program which will provide funding to assist in the construction, renovation, and equipping of cultural facilities. A total of \$164,656 was awarded to 2 local arts organizations as part of the program.
- COCA staff revised and publicized the Cultural Grant Guidelines for the FY18 grant cycle. Volunteer grant panelists were trained and the grant panel meeting was conducted. Scores were audited and funding levels determined.
- COCA collected FY17 interim grant reports and disseminated the balance of FY17 funds directly to grantees upon approval of those reports.

4. Plan Implementation Deliverables (PI)

- COCA Board meetings were held in November, January, March, April, May, August, and Sept. Executive Committee meetings were held in October, December, February, April, June, and Sept.
- As recommended in the Cultural Plan, the committee officially sunset in August of 2016. COCA created a new 5 year strategic plan (2017-2022) that integrated the Cultural Plan goals and objectives.

5. Additional Accomplishments

COCA staff continues to partner and meet regularly with local, state and national organizations, businesses, individuals and leaders of various initiatives.

COCA continues the Cultural Tourism Marketing Grant program that provides funding of up to \$3,000 to assist in the promotion and tourism marketing funding for local arts and cultural events, programs, and venues to tourists and residents outside of Leon County. A total of \$71,980 was recommended for 24 local organizations for the FY18 Cultural Tourism Marketing Grant program.

Fifty-two (52) COCA produced articles featuring representatives of the cultural community have been published in the Sunday TLH section of the Tallahassee Democrat. COCA also produces weekly articles featuring arts in education topics. In FY17, forty-eight (48) COCA produced articles have been published in the Wednesday TLH School and Family section of the Tallahassee Democrat. These articles have been picked up by dozens of national news outlets including USA Today.





COCA and Raa Middle School continue the Mentoring in the Arts Program, now in its fourth year. COCA recruits local visual artists, musicians, dancers, and theater professionals to provide mentoring to middle school arts students in Raa's Fine Art Magnet Program. COCA is also assisting with the training process and the ongoing support for arts mentors. Two COCA staff members serve as arts mentors through this program.

COCA provided production support for twenty-one (21) episodes of "Local Routes" Season 2 on WFSU-TV and received underwriting credits before and after each show, promotional promos on WFSU radio and TV, and a link to the COCA website from the WFSU website.

COCA created fifty-two (52) weekly television spot called "COCA Connection" with WTXL. It airs each Thursday and it highlights arts and culture in the community.

Analytics for COCA's TallahasseeArts.org web site show over 68,300 users (an increase of 155% from 26,000) and more than 111,300 sessions (a 125% increase). There have been 296,547 page views (100% increase), and 60% of our visitors are new users. COCA estimates that there are an average of 500 event listings each month.

COCA has seen an increase of engagement and activity on our Facebook page which now has more than 6,000 likes (20% increase). Similarly, COCA has increased our Twitter following with more than 3,000 followers (15% increase). COCA initiated an Instagram account and we have more than 2,000 followers.

COCA's Outdoor Public Art Directory can now be viewed from the new TallahasseeArts.org website. The directory includes more than 200 outdoor public artworks cataloged and listed along with information, images, links, and a Google map.

COCA staff annually provides more than 350 instances of one-on-one technical assistance to cultural organizations, artists, and educators in marketing, grant writing, program development, and strategic planning and has "incubated" many new and emerging cultural businesses in the region.

In partnership with the Americans for the Arts, throughout 2017, COCA implemented the Arts & Economic Prosperity® 5 economic impact survey of local nonprofit arts and culture organizations and their audiences. More than 800 audience surveys were collected from more than 30 arts and cultural events as part of the study. Additionally, 275 arts or culture-related nonprofit organizations were included in the study. According to the report from Americans for the Arts of the entire non-profit arts and culture sector in Leon County the total expenditures by Leon County non-profit arts and cultural sector are \$201.9 million with local government revenue totaling \$10.9 million.





In partnership with FSU Center for Economic Forecasting and Analysis (FSU CEFA), COCA implemented an economic impact study of 3,327 for-profit arts, culture and heritage related businesses in Leon County. According to the Report from FSU CEFA the total economic impact of for-profit arts and cultural sector is \$526 million and there is a total 5,731 full and part time jobs.

GRANT PROGRAM

In FY17, COCA received 1 ¼-cent tourism development taxes (TDT) from Leon County, which totaled to \$1,375,949 as well as \$150,000 of general revenue for the operating expenses as directed by the Board. The TDT funds were used to support the cultural plan and cultural and marketing grant programs; \$850,542 was used for re-granting to local arts organizations with the difference going to the Cultural Tourism Marketing Grant and tourism related expenses as approved by the TDC. The funds related to ¼ cent of the one-cent or \$164,656 was used for the capital facilities matching grant with the remaining or \$89,333 being carried forward to FY18. COCA receives the funding in four installments. The first three installments were received in February, May, and August respectively with the remaining one due in November.

COCA received an additional \$400,000 in FY15 from the TDT to implement several new projects related to tourism. COCA was able to begin work on several projects and spent \$169,121 of the total (\$400,000) additional TDT funds in FY15 and \$207,440 in FY16 respectively. In order to complete the planned projects, COCA carried forward the remaining \$23,439, which was spent in FY17. The funds have been used for the designated projects within the first half of the fiscal year. This included expenses related to production of a community wide video marketing campaign and a promotional piece to be distributed regionally and nationally, the redesign and rebranding of the current COCA website, and additional marketing initiatives and operational costs related to the projects listed above.

In FY17, COCA received level funding from Leon County of \$150,000 in general revenue. Currently, all the available funds have been spent; \$8,102 was spent on operating expenses related to the cultural grant program and ongoing initiatives and \$141,898 on cultural grant awards.

It is understood that the Cultural Plan has a number of strategies that are able to be addressed in the short term and some that involve long-term and ongoing planning. Given that this plan also has many stakeholders and partners, COCA ensures that it will work diligently to see that these ideas are consistently addressed. Funding for these initiatives is also part of the process and will be assessed at the end of each fiscal year to make sure the needs of the cultural community are being addressed. We recognize that this is a dynamic document and that needs and priorities will change as both the City of Tallahassee and Leon County continue to grow and change.



Moving Forward

This end of year report demonstrates many ongoing initiatives or initiatives that have already been completed. There are still many goals and objectives that continue to be explored for the upcoming years 2017-2022. Many goals involve participation from other organizations, some require extra resources. The following list addresses initiatives that we will continue to address in our cultural plan updates.

Economic Development and Marketing:

ED & M 2.0: The City of Tallahassee and the Tallahassee Downtown Improvement Authority created a Trolley system that connects Downtown, Cascades, Midtown and College Town during the week and on the weekends. It connects the districts and offers support for dining and live music venues.

ED & M 3.0: KCCI recently completed a catalyst class called “See Tallahassee” that identified districts. They created way-finding murals to identify districts and created a map that can be found in many public locations.

ED & M 6.0: COCA will continue to advocate with Leon County Tourist Development in cooperation with FSU Film School, The Film Society, Florida A & M School of Journalism/Film Program, TCC Film Program and the Tallahassee Film Festival to work on making Tallahassee a “location site.”

ED & M 9.0: As festivals continue to grow, COCA will work with existing festival promoters, City of Tallahassee police department and others to ensure that the permitting and planning processes are easy to understand and access for all event promoters.

Education:

EDUC 5.0: COCA has connected with the Superintendent of Leon County Schools to express the importance of having an Arts/Heritage/Culture Coordinator at the District Level. COCA’s Assistant Director has connected with other District Level Supervisors from across the state to look at best practices and strategies for making this happen in Leon County.

EDUC 6.0 & EDUC 7.0: It will take resources and coordination with Leon County Schools to create a network of structured opportunities for educators and Arts/Heritage/Cultural professionals to come together. COCA currently hosts a biannual “State of the Arts” event which allows professionals to network together at least twice a year, but does not include a structured monthly event that accommodates educators’ schedules.

Funding and Facilities

F&F 7.0: COCA continues to meet with theatre groups to address their needs in terms of rehearsal and performance spaces. There continues to be an opportunity to further address these needs through the existing bed tax money that was initially slated to be for a performing arts center.

F&F 9.0: Although COCA has tried to connect with the Community Foundation of North Florida on implementing a series of workshops, we have found that their mission and ours are different. COCA continues to offer workshops and one-on-one technical assistance with our grantees to ensure that they are maximizing their grant resources and private donations.

F&F 10.0: COCA annually assesses the needs of our cultural community. One change has been looking at the uses of the Cultural Facilities Matching Grant Program and assessing if there can be ways to implement the “Quantum Leap” program through reallocation of resources.

Plan Implementation

We will continue to move forward on all areas of the Cultural Plan and adjust according to the needs of the Cultural community.

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
1. Economic Development and Marketing Deliverables (ED&M)				CGR, LCGR, TDT, OG, PRV	CGR: \$28,205 LCRG: \$2,548 TDT: \$22,343 OG: \$9,145 PRV: \$7,272
<i>Goal: Position and market the arts, culture and heritage as a strategic partner of Tallahassee/Leon County economic development efforts. This shall be achieved through public and private funding for arts organizations and cultural assets.</i>					
ED&M 10.0, 10.1	Weekly research that provides at least five-hundred annual (500) prospects for: job opportunities, travel opportunities, volunteer opportunities, calls for musicians, call to visual artists, grant opportunities, and job openings.	Weekly research has been provided for more than 1,800 opportunities to date.	Ongoing	OG, PRV	
ED&M 10.0, 10.1	Weekly creation of enews that includes the research findings from above to a subscription base of five-thousand (5,000).	Email blasts have been sent weekly from October 1-Sept. 30. To date, subscription base is more than 6,900 for this particular email which gets hundreds of additional weekly views through Facebook and Twitter. This is a record number of subscribers which continues to grow by 25-35 new subscriptions every week. <i>(See example attached)</i>	Ongoing	CGR, OG	
ED&M 7.0, 7.1	Documentation of the local economic impact of cultural organizations participating in the Cultural Grant program through surveys are included as a part of the grant process.	Based on a self-reported Economic Impact Survey required of all applicants as part of the Cultural Grant application process, COCA has compiled the following data from the applicants' last completed fiscal year (FY17). This data below was collected from 32 local arts and cultural organizations that applied to the Cultural Grant Program, and should not be interpreted as a complete picture of the economic impact of the arts and cultural sector in Leon County, but, rather, this data reflects the economic impact of the Cultural Grant Program specifically. Cash expenditures of applicants: \$16.4 million Total value in-kind support: \$2.6 million Total number of people employed and under contract by the applicants: 245 FTE Jobs Total number of volunteers: 5034 Total number of volunteer hours: 191,111 Visitors from outside Leon County: 164,396	Completed	CGR, LCGR, OG, TDT	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
ED&M 4.0, 4.1	Presentation of at least two (2) public workshops on topics supporting the capacity building of local cultural organizations and individual artists.	COCA hosted 22 workshops throughout FY17 on a variety of topics including marketing, program evaluation, accessibility, arts education, community networking, social media, fundraising, budgeting, grant writing, managing & recruiting volunteers, and arts entrepreneurship.	Completed	OG, TDT	
ED&M 4.0, 4.1	At least thirty five (35) individual consultations with local artists, arts administrators and entrepreneurs to provide guidance and information on starting a business, available resources, starting a 501C3 vs. private business, etc.	COCA staff have logged more than 700 individual consultations in FY17.	Ongoing	CGR, LCGR	
ED&M 1.0, 10.0; EDUC 8.0	COCA maintains an Artist Directory, listing local practicing artists in a wide variety of disciplines.	More than 950 total artists are currently listed in COCA's Artist Directory. New artists are regularly added and they now have the ability to add and manage their own artist's profile on COCA's new TallahasseeArts.org guide. The breakdown of artistic disciplines is approximately 60% visual/40% non-visual artists.	Ongoing	OG, PRV, TDT	
ED&M 1.0, 5.0, 5.1,5.2; EDUC 2.0	Weekly creation of email blast "Tallahassee Arts Guide" that lists upcoming cultural events.	This weekly publication is sent to more than 11,400 total subscribers with 60-70 new subscribers each week. It includes an average of 100 listings per issue with 6-8 featured events per issue, balanced across disciplines. Typically, COCA sees 400-500 click-thrus to events (see example attached).	Ongoing	CGR, TDT, PRV	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
2. Education Deliverables (ED)				CGR, OG, PRV	CGR: \$57,491 OG: \$18,067 PRV: \$3,278
<i>Goal: Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community.</i>					
EDUC 1.0	Continue the employment of an arts and heritage education coordinator.	Amanda Thompson continues to be employed as COCA's Education Manager and provides daily assistance to educators.	Ongoing	CGR, OG	
ED&M 10.0, 10.1; EDUC 2.0	Locate funding sources and job and lesson plans that will be provided in individual consultations monthly group meetings and through twelve (12) enews distributed to at least 1,000 subscribers including regional teachers, principals and individuals.	Subscribers now total more than 3,600 for monthly email newsletters which have been sent each month from October-Sept. This newsletter has also drawn the attention of not only local K-12 educators, but higher education leaders as well, within and outside our area. Professors at such prestigious institutions as Harvard University, Cornell, Savannah College of Art and Design, and others also subscribe. <i>(See example attached)</i> Monthly arts education meetings are attended and individual consultations occur on a regular basis.	Ongoing	CGR	
EDUC 1.0, 2.0, 9.0	Create and update an annual publication of COCA for the Classroom, listing over 70 opportunities in arts, culture and heritage for grades K-12; connecting arts, culture and heritage organizations with schools and educational outlets.	COCA for the Classroom has migrated to COCA's new TallahasseeArts.org website and more than 60 listing appear for supplemental arts programming during the school day. Updates to the guide are made regularly and as needed by providers.	Ongoing	CGR	
ED&M 10.0, 10.1; EDUC 1.0, 2.0	Continue to update COCA for Kids, an introduction to the variety of kid- and teen-friendly arts and cultural offerings throughout the Capital Area, adding new activities as they are created, and updating those that are continuing. Maintain a listing for at least 130 providers and 150 individual programs.	The COCA for Kids guide has migrated to COCA's new TallahasseeArts.org. Though this guide is continually updated, as of Sept. 30th, nearly 60 kids' classes and events are listed. The category for individual arts instructors has been updated and currently lists 16 additional providers.	Ongoing	CGR	
EDUC 10.0	COCA regularly hosts interns and volunteers from local high schools, colleges, and universities.	Since Oct. 1, COCA has hosted 18 student interns/volunteers from FSU, FAMU, and area high schools. Additionally, COCA has hosted more than 10 other volunteers to assist with more than 30 community events.	Ongoing	CGR	
EDUC 8.0	Continue to staff the Art in Public Places program.	Amanda Thompson continues to serve in both the Education and Art in Public Places position.	Ongoing	CGR	
EDUC 8.0	Oversee the City's permanent collection of artwork and relocate pieces of art as requested by City staff for temporary or permanent placement.	Several pieces were relocated during this period and the master inventory catalog has been updated to reflect the new locations.	Ongoing	CGR, OG, PRV	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
EDUC 4.0, 8.0	Sustain the Art in Public Places Program by producing ten (10) art exhibits in City Galleries each year.	COCA manages all tasks related to art exhibits in City Galleries. A total of eleven (11) exhibits were produced during FY17 (see list attached). One (1) additional exhibit was produced showcasing student artists who won City art contests.	Ongoing	CGR, OG, PRV	
EDUC 8.0	Manage all tasks required to implement the Art in Public Places Program	<ul style="list-style-type: none"> • Schedule the installation and de-installation of each exhibit with COT Facilities and Security offices and the artists • Provide required paperwork to COT for insurance purposes • Curate (select artwork) for each individual show with artist or group of artists in advance of show and schedule the dates for their exhibits • Secure a signed agreement with each artist at the beginning of the season • Install each individual exhibit with all artwork securely in place • Gather information from artist on title, medium, date of creation and title of pieces with their prices for sale to provide the public inquiring about purchasing artwork • Create and photocopy a simple catalog for each exhibit for the public to inform them of the artist's and artwork's information • Create, print and place labels for each work with information for public • Create signage for galleries providing public information on how to contact artists for sales • Reserve the facility, tables, chairs and other needs with COT Facilities and Security for each of at least two (2) public receptions; host each event • De-install each exhibit and complete final reports for COT Risk Management • File claim for any artwork that is damaged or stolen during an exhibit and follow up with artist 	Ongoing	CGR, OG, PRV	
EDUC 8.0	By June of each year, solicit applications for annual exhibit season from local artists interested in exhibiting in two (2) public galleries for the upcoming season.	All annual and group exhibitions in FY17 have been installed in the City's gallery spaces. COCA accepted proposals from local artists for the FY18 of exhibitions. There are fourteen (14) exhibits planned for FY18.	Completed	CGR, OG	
EDUC 8.0	Exhibit the work of more than one hundred fifty (150) individual local, artists during the fiscal year	More than 275 artists submitted more than 670 pieces of artwork for jury review. In FY17, the nearly 300 pieces of artwork by more than 200 artists have been exhibited.	Ongoing	CGR, OG	
EDUC 8.0	Receive at least 750 comments or signatures in the guest books located in the galleries.	To date, more than 750 comments/signatures have been received for the galleries.	Ongoing	CGR, OG	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
EDUC 8.0	Create and print (# as needed) interactive guides for the ten (10) art exhibits held in City Galleries, specific to the exhibit, for children and families to use while visiting the galleries. Each guide will have an average of nine (9) interactive challenges for a child and parent to participate with together.	To date interactive guides have been printed for each of the eleven (11) Art in Public Places exhibits, each with at least nine (9) interactive challenges. Each gallery goer can participate in these interactive challenges and complete them at their own pace. (See example)	Completed	CGR, OG	
EDUC 8.0	Solicit at least three (3) citizen panelists to serve as jurors for the two (2) juried exhibits that are a part of the annual exhibit season. These citizens may be the same as those who asked to review and rank artwork for the upcoming season.	To date, twenty (20) people including Kathleen Carter, Julie Guyot, Nan Liu, Todd Bertolaet, Hillary Crawford, Blake Pearce, Kenn Bass, Frank Dietrich, Jeanne Kimball, Paul Wingler, Sharon Dennard, Ron Yravedra, Erica Passage, Perrone Ford, Brinda Pamulapati, Ed Babcock, John Mann, Linda Pelc, Dennis Howard, and Julia Crabtree have served as volunteer jurors and/or judges for the COCA season of exhibits and the juried art competitions.	Ongoing	CGR, OG, PRV	
EDUC 4.0, 8.0	Coordinate an annual Youth Art Exhibit with schools and teachers, with the goal of exhibiting at least fifty (50) pieces of student and teacher artwork.	86 pieces of student work was exhibited in the Annual Youth Art Exhibit.	Completed	CGR, OG	
EDUC 8.0	Create two (2) prospectuses for two City-Wide (2) juried competitions: Creative Tallahassee and Photofest.	Both prospectus were created and disseminated. One additional special, juried exhibition was designed for FY17 and the prospectus was disseminated.	Completed	CGR, OG	
EDUC 8.0	Exhibit at least 40 pieces of artwork from individual local artists in Creative Tallahassee.	More than 180 individual pieces of art were submitted for consideration and from those submissions, 49 artists were represented through 56 individual pieces of artwork in the Creative Tallahassee exhibit.	Completed	CGR, OG	
EDUC 8.0	Exhibit at least 30 pieces of artwork from individual local artists in Photofest.	More than 150 individual pieces of artwork were submitted for consideration and from those submissions, 27 artists were represented through 39 individual pieces of artwork in the Photofest exhibit.	Completed	CGR, OG	
EDUC 4.0	Hold at least three (3) major public receptions - one (1) for Youth Art Exhibit, one (1) for the Creative Tallahassee and one (1) for Photofest Juried Exhibits.	Receptions have been held for the Youth Art, Creative Tallahassee, and Photofest exhibits. Receptions for other exhibits have also been held.	Completed	CGR, OG	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
3. Funding and Facilities Deliverables (FF)				CGR, LCGR, TDT, OG, PRV	CGR: \$29,589 LCGR: \$141,898 TDT: \$1,015,198 OG: \$6,644 PRV: \$9,478
<i>Goal: Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities but will give priority to existing organizations.</i>					
F&F 3.0, 3.1; PI 1.0, 1.1, 1.2	Continue the employment of a Grants Specialist to provide direct contact with applicants throughout the process and to maintain accountability through the analysis of reports and applications.	Kevin Carr continues to be employed as COCA's Grant Program Director and provides assistance to prospective grantees and those who inquire about the COCA's grant programming.	Ongoing	CGR, OG, PRV	
F&F 5.0, 5.1, 5.2; PI 1.0, 1.1, 1.2	Establish a new matching grant program for capital improvements for arts, cultural and heritage organizations.	As part of a 5 year agreement with Leon County, COCA implemented the FY17 Cultural Facilities Matching Grant Program which will provide funding to assist in the construction, renovation, and equipping of cultural facilities. The grant funds are allocated for this purpose from 1/4 penny of the TDT. The grant contracts and payment schedules for the FY16 Cultural Facilities Grant Program are currently under negotiation with each of the grantees. The payment schedule for each grant will differ depending upon the construction schedule and specific needs for each project. COCA received applications from 2 organizations with a total requested funding of \$164,656 as part of the FY17 Cultural Facilities Grant Program. A total of \$164,656 was awarded to 2 local arts organizations as part of the program. (See attached)	Ongoing	TDT, CGR, OG, PRV	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
ED&M 4.0, 4.1; F&F 3.0, 3.1; PI 1.0, PI 1.1, 1.2	Manage the Cultural Grant Program, including providing instructions on how to apply for grants, noticing grant application timelines, providing applicant with at least a four (4) week period in which to prepare a grant application, and recommending the award of grants to successful applicants.	The guidelines for the FY18 Cultural Grant Program were released on May 1, 2017 and included detailed instructions on how to apply for grants and grant application timelines (all grant meetings were publically noticed). The process allowed applicants an eight (8) week period in which to prepare a grant application. Based on panelist evaluations and scoring, COCA has recommended the award of County grant funds to successful applicants to the Leon County Tourist Development Council. As part of the Cultural Grant process, COCA also offers complimentary courtesy reviews and consultations for organizations to bring their grant application to COCA for review. As part of this process, COCA provided 43 individualized courtesy reviews related to the Cultural Grant Program. As part of the FY18 Cultural Grant Program application process, COCA staff also completed the technical scoring process for the 28 applications which were submitted. After technical scores were calculated, staff prepared the applications for the online, panel review process. (See attached FY18 Grant Guidelines with grant timeline included)	Completed	TDT, CGR, OG, LCGR	
F&F 3.0, 3.1; PI 1.0, 1.1, 1.2	Design, reproduce and make available electronically all application materials and guidelines for the grant program.	Each year, COCA has an extensive process of reviewing the grant program at the end of each grant cycle. Staff collects surveys from grant applicants and panelists and also holds a publicly-noticed task force meeting for the community to review the grant program and to provide comments and recommendations concerning the program. The review meeting for the FY17 Cultural Grant Program will be held on November 11, 2017. No major changes to the grant program or guidelines were implemented as a result of the FY16 review process. COCA staff designed, reproduced and made available electronically (on the COCA website and by email), the FY18 Cultural Grant Guidelines. (See attached FY18 Grant Guidelines and awards).	Completed	TDT, CGR, OG, LCGR	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
ED&M 4.0,4.1	Use the grant program as an educational tool in business development by providing consultations to any grant applicant who indicates a desire for that service with an average of twenty (20) individual cultural business applicants on presentation of technically superior applications that will also provide them with tools to write other successful applications to other funding organizations, and bringing in more cultural grant funds to Tallahassee.	COCA staff conducted 7 grant-related workshops (including workshops related to the Cultural Grant Program, the Cultural Facilities Matching Grant Program and the Cultural Tourism Marketing Grant Program). In addition, COCA staff has logged more than 50 individual consultations with grant applicants throughout FY17.	Completed	CGR, OG	
F&F 1.0	Solicit the participation of seven (7) panelists with at least five (5) ultimately serving on the panel.	COCA staff solicited nominations for volunteer grant panelists from the community and a total of 15 volunteers served on the COCA grant panels in FY17. In appointing panelists, COCA gives consideration to geographic representation, minority representation, professional acumen, objectivity, and diverse aesthetic, institutional and cultural viewpoints. COCA held training and orientation meetings for all of the panelists in each of the grant programs. Seven volunteers served on the Cultural Grant Program panel. Five panelists served on the Cultural Facilities Grant Program panel, and 3 panelists served on the Cultural Tourism Marketing Grant Program panel. (See list attached).	Completed	CGR, OG	
F&F 3.0, 3.1; PI 1.0, 1.1; 1.2, 6.0	Analyze use of funds by each grantee two (2) times per year in mid-term and final reports.	In April 2017, COCA collected FY17 Interim Reports for the Cultural Grant Program and disseminated the balance of FY17 County funds directly to grantees upon approval of those reports. In early November 2017, COCA will collect FY17 final grant reports for City and County cultural funding. 100% of applicants submitted reports that were reviewed and accepted by COCA, assuring compliance with granting guidelines. The Final FY17 Cultural Grant Program reports are due on Nov. 1, 2017 and will be reviewed by COCA staff in November.	Ongoing	CGR, LCGR, TDT, OG, PRV	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
4. Plan Implementation Deliverables (PI)				CGR, LCGR, TDT, OG, PRV	CGR: \$7,447 LCRG: \$1,345 TDT: \$22,381 OG: \$5,423 PRV: \$4,356
<i>Goal: The Council on Culture and Arts for Tallahassee/Leon County (COCA) will realize its mission as the local arts agency representing culture, arts, and heritage for ALL in Tallahassee and Leon County through grant-making, advocacy, marketing, and education.</i>					
PI 4.0	COCA will serve as the designated local arts agency for the City of Tallahassee and Leon County and will adhere to the standards of such an agency (See Section 265.32, Florida Statutes). As a local arts agency COCA will, as stated in FL Statute 265.32:		Service continues		
PI 4.0	Meet at least quarterly (4 times a year) pursuant to notice and at such times and places as the Council shall determine	Board meetings were held at COCA in November, January, March, April, May, August, and Sept. Executive Committee meetings were held in October, December, February, April, June, and Sept.	Ongoing	CGR, LCGR, OG, PRV	
ED&M 8.1; PI 8.0	Maintain the Board membership of fifteen (15) members in positions as described in the cultural plan and as directed through the appointment process.	Board members appointed in FY17 as per statute and serving in designated positions. <i>(See attached list)</i>	Ongoing	CGR, LCGR, TDT	
PI 10.0, 11.0	Adopt a new Cultural Plan Advisory Committee stakeholders that will sunset after two years.	As recommended in the Cultural Plan, the committee officially sunset in August of 2016. COCA went through a strategic planning process and the sub-committee met in Sept (FY16), Oct, Dec., and Jan. in FY17.	Completed	CGR, TDT, OG	
PI 1.0, 8.0	Provide programs and services within the stated purposes outlined in the originating Statute.	COCA provides programs as per statutory purpose <i>(See coca.tallahasseearts.org)</i>	Ongoing	TDT, LCGR, PRV	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
<p>ED&M 4.0, 7.0; EDUC 8.0, 10.0; F&F 2.0, 3.0; PI 8.0</p>	<p>Within the funding earned in this annual contract, COCA will deliver a portion of the services and programming as introduced as a part of the Tallahassee Cultural Plan (Cultural Plan) accepted by the City and the County Commissions in 2014. It is understood that it is not possible to provide all services and programming contained in the Cultural Plan within the budgeted funds through this contract alone.</p>	<p>Based on resources allocated for FY17, the top priorities from the Cultural Plan include:</p> <ul style="list-style-type: none"> • The Arts Entrepreneur series designed to assist artist and organizations in the for-profit sector • Creative Economy non-profit and for-profit study conducted to create a baseline study of organizations' and individuals' economic impact • The All-Saints Public Art Walk and student group tours • COCA workshops on a variety of topics for learning of all ages • Partnership with Kia of Tallahassee to provide funding for local arts educators through COCA's Arts Education Grant program • Partnerships with CRA and TDC to create an online portal to make the grant programs more streamlined and the information more accessible • Created a new 5 year strategic plan that integrated the Cultural Plan goals and objectives 	<p>Ongoing</p>	<p>CGR, TDT, OG, PRV</p>	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
5. Additional Accomplishments				CGR, LCGR, TDT, OG, PRV	CGR: \$69,304 LCRG: \$4,209 TDT: \$276,276 OG: \$14,019 PRV: \$8,358
EDUC 1.0, 2.0, 10.0; F&F 2.0	In FY16, COCA designed, initiated, and promoted a new COCA Arts Education Grant Program for local arts teachers. This grant was made possible by a generous donation from a private individual. The total funding amount is \$5,000 and each applicant can ask for up to \$500. We've been able to secure funds from Kia of Tallahassee for the continuation of this grant for another year and have collected applications from teachers which are currently being review by a volunteer panel of arts education experts. Grant funds will be awarded to teachers in Nov. 2017.		Ongoing	OG, PRV	
	COCA was recently recognized with two awards for our Arts Education programming and service. We received the Florida Commissioner of Education's Business Recognition Award in June and the Florida Art Education Association Community Service/Institution/Corporate Award was announced in September.		Completed		
ED & M 11.0	COCA works with the TDC to present a Cultural Plan update at each Board of Directors meeting.		Ongoing	TDT	
ED & M 11.0	COCA's Marketing Manager works with the Visit Tallahassee to update the Arts section of the Annual Visitor's Guide.		Completed	TDT	
ED&M 5.0, 11.0; FF 1.0; PI 1.0	On Friday, October 6, 2017, COCA held the grant panel review meeting for the FY18 Cultural Tourism Marketing Grant program. The meeting was originally scheduled for September 15, 2017 but was postponed due to Hurricane Irma. The Tourism Marketing grant program provides funding of up to \$3,000 to assist in the promotion and tourism marketing funding for local arts and cultural events, programs, and venues to tourists and residents outside of Leon County. A total of \$71,980 was recommended for 24 local organizations for the FY18 Cultural Tourism Marketing Grant program. These recommendations will be reviewed and approved by the Leon County Tourist Development Council on November 1, 2017. (See attached)		Ongoing	TDT	
ED&M 1.0, 2.0, 2.1; EDUC 10.0; F&F 6.0, 6.1, 6.2; PI 3.0, 4.0, 4.1	COCA staff continue to partner and meet regularly with local, state and national organizations, businesses, individuals and leaders of various initiatives including the Non-Profit Sector group, FSU, FAMU, Leon County Schools, OLLI, KCCI, OEV, CRA, Visit Tallahassee, INIE, Tallahassee Music Week, Downtown Business Association, Choose Tallahassee, Lively Technical Institute, Leadership Tallahassee, Youth Leadership Tallahassee, Tallahassee Democrat, the Downtown Improvement Authority, TDC, Tallahassee Active Lifelong Learners, Tallahassee Chamber, Big Bend Minority Chamber, Jim Moran Institute, and many more.		Ongoing	TDT, CGR	
EDUC 8.0; F&F 8.0, 8.2	COCA facilitated a new outdoor public art project called Tall Art. In partnership with the Planning Department, COCA designed and implemented a prospectus and call to artists, collected submissions, prepared artwork for review, assisted with selections, made notifications to artists, and worked closely with the Planning Department on the fabrication and installation of that reproduced artwork on 13 wayfinding poles in the downtown area. COCA continues to promote the project to residents and visitors.		Ongoing	CGR, LCGR	
EDUC 8.0	COCA changed out the exhibition in the auxiliary public gallery space within City Hall on the fourth floor in the City Commissioner's main conference room. Artwork in this space is rotated annually.		Completed	CGR, OG	
ED&M 12.0	In FY17, fifty-two (52) COCA produced articles have been published in the Sunday TLH section of the Tallahassee Democrat. A balance and diversity of artists, artistic disciplines and businesses and organizations have been represented. These articles have been picked up by dozens of national news outlets including USA Today. (See example attached)		Ongoing	CGR, TDT, OG	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
EDUC 2.0	COCA continues our relationship with the Tallahassee Democrat and we produce weekly articles featuring arts in education topics. In FY17, forty-eight (48) COCA produced articles have been published in the Wednesday TLH School and Family section of the Tallahassee Democrat. A balance and diversity of artistic disciplines, schools, teachers, and students have been represented. COCA's Wednesday articles have been republished online by several national news media outlets including USA Today. (See example attached)		Ongoing	TDT, CDR, PRV	
EDUC 1.0, 3.0, 9.0, 10.0	COCA and Raa Middle School continue the Mentoring in the Arts Program, now in its fourth year. COCA recruits local visual artists, musicians, dancers, and theater professionals to provide mentoring to middle school arts students in Raa's Fine Art Magnet Program. COCA is also assisting with the training process and the ongoing support for arts mentors. Two COCA staff members serve as arts mentors through this program.		Ongoing	OG	
ED&M 11.0, 12.0	COCA provided production support for twenty-one (21) episodes of "Local Routes" Season 2 on WFSU-TV and received underwriting credits before and after each show, promotional promos on WFSU radio and TV, and a link to the COCA website from the WFSU website.		Ongoing	TDT	
ED&M 11.0, 12.0	COCA created fifty-two (52) weekly television spot called "COCA Connection" with WTXL. It airs each Thursday and it highlights arts and culture in the community. Each segment features an artist associated with an area event. We represent a wide diversity of organizations, businesses, and artistic disciplines.		Ongoing	TDT, PRV	
ED&M 10.0, 10.1, 11.0, 11.1, 11.2, 12.0, 12.1	During FY15, COCA contracted with Moore Consulting to undertake a website redesign as well as an organizational rebranding initiative which included a new logo. The COCA portion of the website has received more than 37,601 page views, 16,808 sessions, and almost 60% new users in FY17.		Ongoing	CGR, TDT, OG	
ED&M 10.0, 10.1	COCA's Facebook page has more than 6,000 likes and the breakdown of demographics of users: 72% female/28% male & predominately Tallahassee and Leon County. More than 120 fans are from 44 foreign countries. For individual posts, there are 50 average likes, 6 average comments and 6 average shares. COCA follows approximately 500 organizations and local artists on our newsfeed. Some of COCA's Facebook posts are "boosted" for greater reach and visibility. COCA has more than 3,000 followers on Twitter (grouped by cultural orgs and artists, news media, other for marketing/re-tweeting) and has an average of 20 weekly comments, re-tweets, and direct messages. COCA follows and re-tweets more than 400 organizations and local artists. COCA initiated an Instagram account and we have more than 2,000 followers.		Ongoing	TDT, OG	
ED&M 12.0; EDUC 8.0; F&F 8.0, 8.1	COCA's Outdoor Public Art Directory can now be viewed from the new TallahasseeArts.org website. The Directory includes more than 200 outdoor public artworks cataloged and listed along with information, images, links, and a Google map. COCA also maintains the Downtown Public Art Walk on our website and the All Saints Public Art Walk. In FY17, we hosted two school groups on this tour and one group of older adults.		Ongoing	TDT, OG	
EDUC 8.0	In FY17, COCA hosted Riversprings Middle School (Wakulla County School District) advanced art students for an exhibition tour in the City Hall Art Gallery. We also created gallery tour and on-site art experience for Oasis summer campers as well as a public gallery talk with 4 exhibition artists at the Artport Gallery for the public.		Completed	CGR, OG	
ED&M 1.0, 5.0, 5.1,5.2	FY17 analytics for the TallahasseeArts.org website show over 68,300 users and more than 111,300 sessions. There have been 296,547 page views, and 60% of our visitors are new users. 30% of users are referred from www.tallahasseearts.org, 44% from Google and 15% are referred from social media, newsletters, and Visit Tallahassee. COCA estimates that there are an average of 500 event listings each month.		Ongoing	TDT, OG, PRV	
ED&M 4.0	COCA staff annually provides more than 350 instances of one-on-one technical assistance to cultural organizations, artists, and educators in marketing, grant writing, program development, and strategic planning and has "incubated" many new and emerging cultural businesses in the region.		Ongoing	CGR, TDT, OG	
EDUC 1.0	COCA continues to publish arts in education content weekly on the Leon County Schools web page.		Ongoing	OG	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
EDUC 9.0	COCA has developed a new opportunity for a teenage blogger. This blogger engages in arts experiences and then writes about them from their perspective as a local high-school student. COCA pre-approves the subjects and assists the student with the writing and editing process. The goal is to provide teens who are interested in the literary arts with a publication opportunity and to hone their writing skills. They also receive volunteer credit for their work. Additionally, the blog posts promote the area's arts offerings to parents and young adults and provide additional advertising for these businesses, organizations, and events.		Ongoing	CGR, OG	
F&F 1.0, 2.0	Nick Pavlovik serves as the Finance Manager for COCA. His role is to provide financial information to the COCA ED and BOD and for various reports, maintain contractual agreements, track receivables, and pay invoices, process payroll, staff the annual financial audit, maintain financial records history, and other responsibilities related to the financial health of the organization.		Ongoing	CGR, OG, PRV	
F&F 2.0, 2.1	COCA is a membership based organization and, annually, staff solicits new members and encourages the retention of current members through renewal notices. Staff maintains a membership database and corresponds with members in regard to various COCA services and programs that might be of particular interest to them based on their membership category. COCA staff also researches new and enhanced membership benefits. As a new membership benefit, COCA has created a weekly "Member Spotlight" recognition for our social media platforms.		Ongoing	TDT, PRV	
ED&M 7.0, 7.1; PI 6.0, 9.0	In partnership with the Americans for the Arts, throughout 2017, COCA implemented the Arts & Economic Prosperity® 5 economic impact survey of local nonprofit arts and culture organizations and their audiences. More than 800 audience surveys were collected from more than 30 arts and cultural events as part of the study. Additionally, 275 arts or culture-related non-profit organizations were included in the study. According to the report from Americans for the Arts of the entire non-profit arts and culture sector in Leon County (See Attached): Total expenditures by Leon County non-profit arts and cultural sector: \$201.9 million Full Time Equivalent (FTE) jobs: 7161 Local Government Revenue: \$10.9 million Total attendance: 2,391,007. Attendance from outside Leon County: 455,430 (16%)		Final results have been analyzed and released. A public announcement event has been rescheduled for Jan. 2018.	TDT	
ED&M 7.0; PI 6.0, 9.0	In partnership with FSU Center for Economic Forecasting and Analysis (FSU CEFA), COCA implemented an economic impact study of 3,327 for-profit arts, culture and heritage related businesses in Leon County. According to the Report from FSU CEFA: (See Attached) Total economic impact of for-profit arts and cultural sector: \$526 million Total full and part time jobs: 5731 Total labor income: \$205.6 million Total value added (GDP): \$276 million		Final results have been analyzed and released. A public announcement event has been rescheduled for Jan. 2018.	TDT	
EDUC 10.0; F&F 2.0, 2.1	COCA continues to offer its upstairs conference space at extremely low rental rates for local cultural organizations to use for meetings, rehearsals, and other activities.		Ongoing	PRV	
PI 3.0; F&F 2.0	Annually, COCA applies for local arts agency program support funding through the State of Florida's Division of Cultural Affairs. Additionally, COCA regularly partners with local community groups in making grant requests to both public and private granting sources at local, state, and national levels.		Ongoing	OG, PRV	
PI 4.0	In FY17, COCA has accrued operating expenses related to general overhead for programming, which included, equipment purchase, lease, and maintenance, office supplies, bank charges, marketing, auditor fees, postage, recognitions, events, and travel expenses.		Ongoing	CGR, LCGR, PRV	

COCA Contract for Services - FY17 End-of-Year Report

Objectives and Strategies Alignment	Recommendations: Objectives and Strategies	Outcomes/Actions	Status	Funding Source: City General Revenue: CGR County General Revenue: LCGR Tourist Development Tax: TDT Other Grants: OG Private Funding: PRV	Total Expenditure for this section
PI 4.0	In FY17, COCA has accrued office space rental fees related to maintaining daily operations.		Ongoing	CGR, LCGR	
It is understood that the Cultural Plan has a number of strategies that are able to be addressed in the short term and some that involve long-term and ongoing planning. Given that this plan also has many stakeholders and partners, COCA ensures					

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**



For the Year Ended September 30, 2017

**CARROLL and COMPANY
CERTIFIED PUBLIC ACCOUNTANTS**

TABLE OF CONTENTS

	<u>Page No.</u>
INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Statement of Financial Position	3
Statement of Activities.....	4
Statement of Cash Flows	5
Notes to Financial Statements.....	6
SUPPLEMENTARY INFORMATION	
Schedule of Functional Expenses	15
REPORT REQUIRED UNDER <i>GOVERNMENT AUDITING STANDARDS</i>	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	17

CARROLL and COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

2640-A Mitcham Drive
Tallahassee, FL 32308-5400

ABBY F. DUPREE, CPA, CGMA
FREDERICK CARROLL III, CPA, CGMA
KATHLEEN E. BROTHERS, CPA, CGMA
STEPHANIE G. ZOTTOLI, CPA, CGMA
RICH A. HEITMEYER, CPA

KRISTIE E. DEBOER, CPA
LAUREE M. ELLIOTT, CPA
TAMARA H. FULTZ, CPA
STEPHEN C. ROEDER, CPA

(850) 877-1099
Fax (850) 878-7000
E-Mail: cpas@ccrcpa.com
Website address: www.ccrpa.com

MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

GEORGIA SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Tallahassee – Leon County Cultural Resources Commission
d/b/a Council on Culture and Arts
Tallahassee, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Tallahassee – Leon County Cultural Resources Commission d/b/a Council on Culture and Arts (a non-profit organization) (the Council) which comprise the statement of financial position as of September 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

To the Board of Directors
Tallahassee – Leon County Cultural Resources Commission
d/b/a Council on Culture and Arts
Page Two

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Council as of September 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated December 7, 2017, on our consideration of the Council's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Council's internal control over financial reporting and compliance.

Carroll and Company

December 7, 2017

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
STATEMENT OF FINANCIAL POSITION
September 30, 2017**

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	\$ 297,810
Accounts receivable	263,084
Grant receivable	200,981
Deposits	3,896
Prepaid expenses	<u>1,788</u>
TOTAL CURRENT ASSETS	767,559
PROPERTY AND EQUIPMENT, net	<u>44,130</u>
TOTAL ASSETS	<u>\$ 811,689</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	\$ 219,307
Due to beneficiaries under agency transactions	30,249
Deferred revenue	<u>259,456</u>
TOTAL CURRENT LIABILITIES	509,012
NET ASSETS	
Unrestricted	
Designated for contingency reserve fund	10,177
Designated for staff retirement fund	15,000
Undesignated	<u>277,500</u>
Total unrestricted net assets	<u>302,677</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 811,689</u>

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2017**

REVENUES AND OTHER SUPPORT

County grants	\$ 1,336,198
City contract	192,036
County contract	150,000
Grants	53,298
Advertising revenue	12,768
Contribution	12,403
Membership fees	12,389
License plate fees	6,480
Other revenue	5,368
In-kind contributions	4,000
Interest income	<u>803</u>

TOTAL REVENUES AND
OTHER SUPPORT 1,785,743

EXPENSES

Program services	1,643,589
Support services:	
Management and general	120,620
Fundraising	<u>34,169</u>

TOTAL EXPENSES 1,798,378

CHANGE IN NET ASSETS (12,635)

NET ASSETS,
BEGINNING OF YEAR 315,312

NET ASSETS,
END OF YEAR \$ 302,677

See accompanying notes.

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
STATEMENT OF CASH FLOWS
For the Year Ended September 30, 2017**

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ (12,635)
Adjustments to reconcile change in net assets to net cash used in operating activities:	
Depreciation	31,695
(Increase) decrease in:	
Accounts receivable	(14,052)
Grant receivable	(156,764)
Deposits	(495)
Prepaid expenses	5,452
Increase (decrease) in:	
Accounts payable	(37,799)
Due to beneficiaries under agency transactions	(26,014)
Deferred revenue	<u>(66,555)</u>
	NET CASH USED IN OPERATING ACTIVITIES <u>(277,167)</u>
	NET DECREASE IN CASH AND CASH EQUIVALENTS (277,167)
	CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR <u>574,977</u>
	CASH AND CASH EQUIVALENTS, END OF YEAR \$ <u>297,810</u>

See accompanying notes.

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
NOTES TO FINANCIAL STATEMENTS
September 30, 2017**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Nature of the Organization

The Tallahassee – Leon County Cultural Resources Commission was created by the authority of Section 265.32, *Florida Statutes*, the October 18, 1985 inter-local agreement between the Tallahassee City Commission (the City) and the Board of County Commissioners of Leon County (County), and the 1985 Resolution of the Board of County Commission of Leon County to serve as the designated local arts agency for the City and the County for all purposes set out in the statutes and the organizational documents as follows:

- Stimulate greater governmental and public awareness and appreciation of the importance of the arts to the people of Tallahassee/Leon County;
- Encourage and facilitate greater and more efficient use of governmental and private resources for the development and support of the arts;
- Encourage and facilitate opportunities for Tallahassee/Leon County residents to participate in artistic activities;
- Promote the development of resident artists, arts institutions, and community organizations sponsoring arts activities and audiences;
- Survey and assess the needs of the arts, artists, arts institutions, and community organizations sponsoring arts activities and people of Tallahassee/Leon County relating to the arts;
- Support and facilitate the preservation and growth of the state’s artistic resources;
- Contract for artistic services, performances, and exhibits;
- Develop a center or complex of physical facilities for the use of the arts;
- Provide financial and/or technical assistance to artists, arts institutions, and audiences; and
- Otherwise serve the citizens of Tallahassee and Leon County in the realm of the arts.

Effective October 1, 2006, the Tallahassee – Leon County Cultural Resources Commission began operating under the fictitious name Council on Culture and Arts (the Council).

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
September 30, 2017**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Accounting and Presentation

The Council's books are maintained on the accrual basis of accounting. Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards. In accordance with accounting principles generally accepted in the United States of America, the Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The Council had no temporarily or permanently restricted net assets as of September 30, 2017.

Cash Equivalents

For purposes of the statements of cash flows, the Council considers all unrestricted highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Promises to Give

Unconditional promises to give are recognized as assets and as revenues or gains in the period received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Accounts Receivable

Accounts receivable are stated at net realizable value, and accounts deemed uncollectible by management are expensed as bad debts. There is no material difference between the direct write-off method used by the Council and the allowance method required by accounting principles generally accepted in the United States of America.

Grants and Contracts

Unconditional grants and contracts are recognized as revenue in the period received. Conditional grants and contracts are recognized only when the contract requirements on which they depend are substantially met and the grants and contracts become unconditional. Amounts earned but not received are reported as grants receivable. Amounts received but not earned are reported as deferred revenue.

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
September 30, 2017**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

The Council capitalizes acquisitions of property and equipment having a useful life of more than one year and a cost of at least \$500. Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that exceed a threshold established by management and significantly extend the useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets. Expenditures for maintenance and repairs and for equipment with a value of less than \$1,000 are charged to expense as incurred.

Restricted and Unrestricted Revenues and Other Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions. If donor-imposed restrictions are met in the year in which the contribution is received, the contribution is reported as unrestricted support.

Volunteer Services and Donated Property

During the year ended September 30, 2017, the Council received donated services of approximately \$4,000, which met the criteria for recognition in accordance with accounting principles generally accepted in the United States of America, and are therefore reflected in the accompanying statements of activities.

Grants and Awards

Grants and awards are recorded as program expenses at the time of unconditional approval by the Council. The Council administers the cultural grant programs on behalf of the City and County. Grant administration includes reviewing applications, making awards, monitoring grantee performance and submitting periodic reports of the grant programs to the City and County. Distributions under the County grant program are made by the Council on a semi-annual basis and are reflected in the accompanying financial statements as program expenses.

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
September 30, 2017**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising Costs

The Council incurs marketing and advertising costs to promote special events. These costs are expensed as incurred and totaled \$52,473 for the year ended September 30, 2017.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the program and supporting services benefited based on management's assessment of staff time. For the year ended September 30, 2017, total expenses were comprised of ninety-one percent (91%) program service expenses, seven percent (7%) management and general expenses, and two percent (2%) fundraising expenses.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results may differ from those estimates.

Income Taxes

The Council is exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code and has been classified as an organization that is not a private foundation under Section 509(a). There was no unrelated business income for fiscal year 2017 and, accordingly, no provision is made for federal income taxes.

NOTE B – FAIR VALUE MEASUREMENTS

The Council follows the provisions of the Financial Accounting Standards Board's Accounting Standards Codification Topic 820, *Fair Value Measurements and Disclosures* (ASC 820). ASC 820 establishes a common definition for fair value to be applied to U.S. generally accepted accounting principles requiring use of fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. The standard establishes a fair value hierarchy about the assumptions used to measure fair value and clarifies assumptions about risk and the effect of a restriction on the sale or use of an asset. This standard does not require any new fair value measurements, but rather applies to all other accounting pronouncements that require or permit fair value measurements. ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (or exit price) in the principal or most advantageous market for the asset

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
September 30, 2017**

NOTE B – FAIR VALUE MEASUREMENTS (Continued)

or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Observable inputs such as quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability either directly or indirectly. These include quoted prices of similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the same term of the assets or liabilities.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The fair value of financial instruments including cash and cash equivalents, accounts receivable, grant receivable, deposits, prepaid expenses, accounts payable, due to beneficiaries under agency transactions, and deferred revenue approximates carrying value, principally because of the short maturity of those items.

While the Council believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value as of the reporting date.

NOTE C – PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of September 30:

	Estimated Useful Lives	
Computer and office equipment	3 – 5 years	\$ 22,652
Website	3 years	90,312
		112,964
Less: Accumulated depreciation		(68,834)
PROPERTY AND EQUIPMENT, net		\$ 44,130

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
September 30, 2017**

NOTE D – OPERATING LEASES

The Council leases office space and equipment under operating leases expiring through 2020. Future minimum payments required under the non-cancelable leases as of September 30, 2017 are as follows:

Year Ending September 30	
2018	\$ 49,602
2019	49,602
2020	1,068
TOTAL	\$ 100,272

Rent expense for the year ended September 30, 2017 totaled \$49,602.

NOTE E – AGENCY TRANSACTIONS

The Council entered into agreements whereby the Council acts as an agent for and on behalf of a donor. Under the terms of these agreements, the Council agrees to receive assets from the donor(s) and transfer those assets to specified beneficiaries. As of September 30, 2017, the Council held \$30,249, to be transferred to specified beneficiaries under these agreements. These amounts are included in due to beneficiaries under agency transactions in the accompanying statement of financial position.

NOTE F – CONCENTRATIONS OF CREDIT RISK

The Council maintains cash balances at a financial institution. Accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000 per financial institution as of September 30, 2017. The Council's uninsured cash balances as of September 30, 2017 totaled \$33,060.

A substantial amount of the Council's budget is derived from local government funds. This revenue, including grants paid to local organizations, represents ninety-four percent (94%) of total revenues for the year ended September 30, 2017. The revenue, excluding County grants passed-through to local organizations, represents nineteen percent (19%) of total revenues for the year ended September 30, 2017. With the exception of special projects, the Council requests these funds on an annual basis and the level of funding is not guaranteed.

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
September 30, 2017**

NOTE G – LINE OF CREDIT

The Council maintains a \$50,000 line of credit with a financial institution, which is payable on demand and bears interest at a variable rate based on the prime rate (6.25% as of September 30, 2017). The line of credit matures in August 2018 and, subject to certain conditions, may be renewed. There was no outstanding balance on the line of credit as of September 30, 2017.

The carrying value of the line of credit approximates fair value because that financial instrument bears interest at a rate that approximates current market rates for notes with similar maturities and credit quality.

NOTE H – UNCERTAIN TAX POSITIONS

Management is not aware of any activities that would jeopardize the Council's tax-exempt status, and believes it has no uncertain tax positions that qualify for either recognition or disclosure in the financial statements as of and for the year ended September 30, 2017.

The Council is subject to routine audits by taxing jurisdictions; however, there are currently no audits in progress for any tax periods. The Council believes it is no longer subject to income tax examinations for fiscal years ending prior to September 30, 2014.

NOTE I – SUBSEQUENT EVENTS

The Council has evaluated subsequent events through December 7, 2017, the date which the financial statements were available to be issued.

NOTE J – RECENT ACCOUNTING PRONOUNCEMENTS

FASB issued ASU 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which updates certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 will be effective for the Council for fiscal years beginning after December 15, 2017. The Council is currently evaluating the impact of the adoption of ASU 2016-01 on its financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e. lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on principle of whether or not the lease is effectively a financed purchase by the lessee. The Council is currently evaluating the impact of the adoption of ASU 2016-02 on its financial statements.

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
September 30, 2017**

NOTE J – RECENT ACCOUNTING PRONOUNCEMENTS (Continued)

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*, representing the first time since the mid-1990s that financial reporting for not-for-profit organizations has been addressed. Key elements of the ASU include: 1) Reducing net asset classifications from three categories to two reporting net assets with donor restrictions and net assets without donor restrictions, 2) Expanding disclosures about the nature and amount of any donor restrictions, 3) Expanding disclosures on any board designations of net assets without donor restrictions and 4) Classifying underwater donor-restricted endowments as net assets with donor restrictions. There will be enhanced required disclosures for underwater endowments, including disclosure of policies for reducing or ceasing spending from such endowments, the aggregate fair value, the aggregate original gift amount or level required to be maintained by donor or law, and the aggregate amount of any deficiencies. The new guidance is effective for fiscal years beginning after December 15, 2017; however, early adoption is permitted. The Council is currently evaluating the impact of the adoption of ASU 2016-14 on its financial statements.

SUPPLEMENTARY INFORMATION

**TALLAHASSEE – LEON COUNTY CULTURAL RESOURCES
COMMISSION D/B/A COUNCIL ON CULTURE AND ARTS
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended September 30, 2017**

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total</u>
County grant payments	\$ 1,224,895	\$ -0-	\$ -0-	\$ 1,224,895
Salaries	249,114	71,663	20,475	341,252
Marketing and advertising	38,306	11,020	3,147	52,473
Office space rental	35,040	10,080	2,880	48,000
Depreciation	23,137	6,656	1,902	31,695
Payroll taxes	19,089	5,491	1,569	26,149
Insurance	16,123	4,638	1,325	22,086
Professional services	11,552	3,323	950	15,825
Office Expenses	10,180	2,928	837	13,945
Equipment	3,872	1,114	318	5,304
Travel and hospitality	3,510	1,010	288	4,808
Public meetings and events	3,451	993	284	4,728
Supplies	2,354	677	194	3,225
Direct program costs	2,966	-0-	-0-	2,966
Finance and bank charges	<u>-0-</u>	<u>1,027</u>	<u>-0-</u>	<u>1,027</u>
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,643,589</u>	<u>\$ 120,620</u>	<u>\$ 34,169</u>	<u>\$ 1,798,378</u>

**REPORT REQUIRED UNDER
*GOVERNMENT AUDITING STANDARDS***

CARROLL and COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

2640-A Mitcham Drive
Tallahassee, FL 32308-5400

MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

GEORGIA SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

ABBY F. DUPREE, CPA, CGMA
FREDERICK CARROLL III, CPA, CGMA
KATHLEEN E. BROTHERS, CPA, CGMA
STEPHANIE G. ZOTTOLI, CPA, CGMA
RICH A. HEITMEYER, CPA

KRISTIE E. DEBOER, CPA
LAUREE M. ELLIOTT, CPA
TAMARA H. FULTZ, CPA
STEPHEN C. ROEDER, CPA

(850) 877-1099
Fax (850) 878-7000
E-Mail: cpas@ccrcpa.com
Website address: www.ccrpa.com

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Tallahassee – Leon County Cultural Resources Commission
d/b/a Council on Culture and Arts
Tallahassee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tallahassee – Leon County Cultural Resources Commission d/b/a Council on Culture and Arts (a non-profit organization) (the Council), which comprise the statement of financial position as of September 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 7, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Council's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal control. Accordingly, we do not express an opinion on the effectiveness of the Council's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

To the Board of Directors
Tallahassee – Leon County Cultural Resources Commission
d/b/a Council on Culture and Arts
Page Two

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Council's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carroll and Company

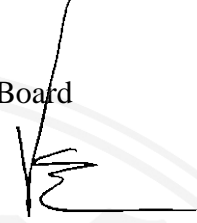
December 7, 2017

Leon County Board of County Commissioners

Cover Sheet for Workshop

February 7, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri L. Post, Director, Tourism Development Brian Hickey, Sr. Sports Manager, Tourism Development Chris L. Holley II, Assistant to the Director

Fiscal Impact:

This item has no fiscal impact. Recommendations presented herein to modify the Tourism grant programs would be implemented for the FY 2018 funding cycle at a funding level determined by the Board as part of the annual budget process.

Staff Recommendation:

- Option #1: Accept the status report on Tourism and Cultural grant funding.
- Option #2: Approve the modifications to the Tourism grant programs as recommended by the Tourist Development Council (Attachment #1).

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 2

Report and Discussion

Background:

During the September 13, 2016 meeting, the Board requested a workshop on the Tourism Development Division's process for funding events in the community with Tourist Development Tax (TDT) funds. This workshop will provide a comprehensive review of the Tourism Division's event funding programs and processes, including programs supported by the TDT through the cultural grant programs administered by the Council on Culture and Arts (COCA), and highlight recent actions taken by both the City of Tallahassee and Community Redevelopment Agency (CRA) related to event funding.

TDT revenues are generated from transient lodging sales in order to promote Leon County as a visitor destination. The Leon County Tourist Development Council (TDC) serves as an advisory council to the Leon County Board of County Commissioners, authorized by Section 125.0104 Florida Statutes and established locally by Leon County Ordinance No. 88-01, to provide guidance on administering the TDT funds. The annual tourism budget, as approved by the Board each year, includes funding for grant programs to support events designed to draw visitors to Leon County.

Analysis:

There are many funding opportunities and avenues for local organizations seeking financial assistance in support of festivals, sporting events, and cultural programming or activities. This workshop item discusses nine publicly funded grants (Attachment #2) that support these types of activities, highlights ongoing coordination efforts, and offers recommendations to enhance several of the grants under the County's purview.

Leon County utilizes TDT revenues directly (administered by the Tourism Division) and indirectly (administered by COCA) to offer grant opportunities to local organizations that put on events to attract visitors to the destination and provide cultural programming and activities which enhance the market for both residents and visitors. The Tourism Division's budget is comprised entirely of TDT revenues totaling \$4,807,407 in FY 17. Of that amount, Leon County budgeted \$515,000 for three grant programs administered by the Tourism Division; Signature Event Grants, Special Event Grants and Sports Event Grants. Another \$1,226,900 of TDT funds are allocated to COCA to administer the Cultural Plan and associated grant programs. These grants are described in further detail along with the grant programs administered by the City of Tallahassee and the CRA. And finally, this item provides recommended enhancements to the County's existing Tourism grant programs and describes opportunities to better coordinate with other local grant programs in the community.

Tourism Grants and Application Process

The Special Events, Sports, and Signature Event Grant Programs support many local organizations with a demonstrated history, or significant potential to draw visitors to the area for a given event. The awarding of these Tourism grants requires the approval of the TDC. The approved FY 17 Tourism grant awards for all three programs are included in Attachment #3.

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 3

Special Event Grant – Budget of \$100,000

A Special Event is defined as a new or existing organized concert, exhibition, festival, fair, conference or celebration which is of interest to the general public. For the purpose of this grant program, the public interest should include Leon County residents and those living outside Leon County who would visit the destination and stay overnight to observe and/or participate. Grant funds are paid on a reimbursement basis after a satisfactory post-event report has been received and approved by staff. FY17 grant awards range from \$900 to \$14,500. Examples of recent Special Event Grants include: John G. Riley Center & Museum – Annual Florida Heritage Tour (\$4,499), Tallahassee Latin Dance Festival (\$1,200), LeMoyne Chain of Parks Art Festival (\$14,500).

Sports Event Grant – Budget of \$115,000

A Sports Event is defined as a new or existing sporting event, exhibition, competition, team training, conference or celebration which is of interest to Leon County residents and those living outside Leon County who would visit the destination and stay overnight to observe and/or participate. Grant funds are paid on a reimbursement basis after a satisfactory post-event report has been received and approved by staff. FY17 grant awards range from \$250 to \$17,000. Examples of recent Special Event Grants include: Gulf Winds Track Club - Tallahassee Marathon (\$6,000), Area Tallahassee Aquatic Club (ATAC) - ATAC Long Course Invitational Swim Meet (\$2,000), Lincoln High School - Capital City Classic Wrestling Tournament (\$1,200).

Signature Event Grant – Budget of \$300,000

On December 10, 2013 the Board approved the creation of the Tourism Signature Event Grant Program in response to a growing demand for new and large community events with the potential to draw a large number of visitors to the community. This new grant program offered a dedicated revenue source to satisfy these funding requests for large events. Previously, requests of this nature sought funding support from the Division of Tourism Development's unallocated fund balance on a case-by-case basis rather than allowing for a more deliberative process. Applications are now reviewed and approved each year by the TDC.

A Signature Event is defined as a large-scale event that is recognized as synonymous with the destination; increases the visibility of the destination through state, national and international media exposure; generates a minimum of 1,500 room nights through Leon County's commercial lodging properties during traditionally low times of occupancy; generates a significant economic impact for other hospitality related businesses such as restaurant and retail establishments; as well as increase local sales tax collections. Grant funds are paid on a reimbursement basis after a satisfactory post-event report has been received and approved by staff. Additionally, each event has an Economic Impact Study conducted by Tourism Development's research firm of record, which is subsequently presented to the TDC.

The TDC utilizes the established guidelines for awarding the grant funds which emphasizes the projected hotel room nights to be generated by the event. FY17 Signature Event Grant awards range from \$40,000-\$60,000. Examples include: Red Hills International Horse Trials (\$60,000),

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 4

Florida Jazz and Blues Festival (\$45,000) and Word of South (\$45,000). As the newest of the three Tourism grant programs, now in the fourth year of operation, the TDC has recommend several modifications to the Signature Event Grant Program which are described later in this item.

It is important to note that in addition to the support available to large community events and festivals through the Signature Event Grant Program, the Board approved utilizing \$160,000 of the BP oil spill settlement to subsidize and/or enhance community festivals approved for Signature Event Grant funding through marquee concerts at the Capital City Amphitheater. The BP oil spill settlement funds are to support concerts that feature well-known headlining artists and events that would otherwise be viewed as cost prohibitive. To date, \$40,000 of the \$160,000 in BP funds has been used to support concerts associated with the multiday Florida Jazz and Blues Festival.

Based on the Board's guidance, the remaining funds will be utilized for the next two Word of South Festivals and the next Florida Jazz and Blues Festival through the fall of 2018 so long as they are also approved as Signature Events. This non-recurring stimulus with the BP funds is designed to showcase these relatively new festivals in the market and provide a seasonal balance to the County's investment in these outdoor activities.

Application Process for Tourism Grants

In May of each year, the Tourism Division advertises the opening of the grant cycle with a press release, social media posts, email blasts to past applicants and newsletter updates to the industry driving organizations to the online grant application system. Tourism staff offers grant workshops to educate organizations on the grant process, the goals of the grant programs and the benefits of the grants to the community. This past funding cycle, the Tourism Division partnered with COCA, the CRA and the Downtown Improvement Authority (DIA) to conduct joint grant workshops prior to the start of the grant cycles in an effort to educate local organizations on which programs best fit their event and/or program.

Throughout the 90-day application period, organizations have the opportunity to review and discuss their event and application with staff both in the grant workshops and one-on-one. Organizations with a single or multi-day event can qualify for TDC grants, CRA/DIA grants, and potentially receive co-sponsorship support by the City of Tallahassee in the form of in-kind services if the event location takes place within a CRA district or on a City property. Organizations requesting grant funds for multiple cultural events or programming produced throughout the year can qualify for COCA grant programs. Both TDC and COCA grant policies contain language that specifically prohibits organizations to receive grant funds from both organizations for the same events or programming, as both grant programs are supported by TDT funding. An organization can apply to the TDC for event specific funding and COCA for year-round programming and activities.

Staff reviews and compiles all of the Tourism grant applications into a report along with any past performance history if available. All applications are reviewed and scored by a Grants Review

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 5

Committee comprised of members of the TDC, the Tallahassee Sports Council, and area leaders in the tourism industry. Upon reviewing the applications, the award amount is calculated based on the applicant scores and a final recommendation is brought before the TDC for approval.

For FY16, the County made a significant improvement to streamline the grant application process by transitioning to an online application for all Tourism event grants. The online process saved more than 200 hours of staff time, mostly spent on data entry, a value of more than \$5,500. Applicants and grant awardees have benefited from quicker response times in both processing an application as well as reviewing post-event reports, allowing the awardees to receive their funds faster. Additionally, the new system produced concise, uniform, detailed reports which simplified the evaluation and scoring of grant applications.

Modifications to the Tourism Grant Programs

As staff convened with the grant funding organizations over the course of the fall, a simultaneous review of the County's Tourism grant programs was conducted to assess areas for improvement. Following this internal review, staff proposed changes for the TDC's consideration that will increase collaboration, transparency, predictability and accountability in providing grant funding for tourism events in Leon County; provide consistent requirement language, grammar, etc. across all three grant programs; encourage increased private sector funding support; provide more effective communication to applicants/public regarding the objectives and requirements of Tourism grant programs.

After an in-depth review of the Tourism grant programs, staff and the TDC recommend a series of enhancements to these three grant programs (Attachment #1). The following is a high level summary of the recommended changes:

1. Requires a contract agreement for all grant applicants that will include clear deliverables and a final budget.
2. Clarifies requirements for the public announcements of events and logo use for events receiving funds from Leon County Government.
3. Revises the grant application scoring matrix for all three TDC grant programs to provide a more detailed evaluation of the grant proposal while also providing instructive feedback to the applicant.
4. Adds a 25% dollar-for-dollar funding match requirement for all Signature Event Grants, as well as Special and Sports Events Grants in excess of \$10,000.
5. Revises the recommended room nights and funding guidelines for all three Tourism grant programs. The adjustments also closed the funding award gap between the programs.

Matching requirements are a common prerequisite for cultural grants because demonstrate the organizational and community commitment to the given project, program, or activities in which funds are being sought. Federal, state, and local cultural grant programs of this nature generally call for a cash match of no less than 20% in addition to in-kind requirements. The proposed modifications to the County's grant programs proposes a 25% dollar-for-dollar match for all Signature Events as well as Special and Sports Events in excess of \$10,000, to bring them more

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 6

in line with grant programs that offer higher levels of funding. Currently, two of the other local grant programs (the CRA Downtown Large Event and COCA Capital Facilities Matching Grant Programs) described later in this item have match requirements. While in-kind support would not count toward the 25% match, funds from other government agencies could be applied toward the match.

The following tables outline the recommended funding guidelines for each Tourism grant program. Table #1 illustrates the recommended Special Event and Sports Event funding guidelines based on the estimated number of room nights generated by the event. These grant programs offer awards of up to \$15,000 for an estimated 1,499 hotel room nights. Among the modifications to Special and Sports Event Grants in Table #1 is the adjustment of the funding ranges so that there is a clear transition to the next stage of funding and applicants can easily identify which grant program is best suited for their event. If an organization anticipates more than 1,499 hotel room nights for a given event, the applicant would be directed to apply for a Signature Event Grant.

Table #1: Recommended Funding Guidelines for Special & Sports Event Grants

Estimated Room Nights	Current Funding Range	Recommended Funding Range
Less than 100	\$0 – \$1,200	\$0 – \$1,499
100 – 199	\$1,201 – \$2,399	\$1,500 – \$2,999
200 – 499	\$2,400 – \$4,499	\$3,000 – \$5,999
500 – 1,000	\$4,500 – \$7,000	\$6,000 – \$9,999
1,001 – 1,499	\$7,000+	\$10,000 – \$15,000

Note: Both the Special Event and Sports Event Grants will continue to share the same funding ranges.

Table #2 outlines the recommended funding guidelines for the Signature Event Grant Program with awards ranging from \$15,000 to \$60,000. The funding guidelines are based on estimated hotel room nights generated with grant awards starting at \$15,000. This closes the gap between grant programs and allows for a smoother transition from a Special/Sport Event Grant to a Signature Event Grant. In light of Signature Events being made up of large community festivals and/or multi-day events, additional guidance is provided in Table #2 to demonstrate the estimated return on the TDT investment and the estimated economic impact based on the anticipated number of room nights. An Economic Impact Study will continue to be required of every Signature Event to evaluate these factors.

Table #2: Recommended Funding Guidelines for Signature Event Grants

Estimated Room Nights	TDT Generated (informational)	Economic Impact (informational) ¹	Recommended Funding Range
1,500 – 2,999	\$7,217	\$ 714,596	\$15,000 – 30,000
3,000 – 4,999	\$14,435	\$1,388,307	\$30,000 – 50,000
5,000+	\$24,058	\$2,307,059	\$60,000+ ²

- 1. The Economic Impact is based on the model developed by Destination Marketing Association International that is being used as the industry standard. It also calculates local expenditures as well as those from overnight visitors. Average Daily Rate = \$96.23 in FY 2016.*
- 2. Organizations are eligible for funding above \$60,000, however once recommended by the TDC it would need to be approved by the Leon County Board of County Commissioners.*

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 7

The TDC will continue to approve the funding awards for the Signature Event Grant Program but for events that anticipate generating more than 5,000 hotel room nights, the TDC may only award funding above \$60,000 subject to the Board's approval.

COCA Grant Programs

Each year, Leon County Government supports cultural arts programs and activities through COCA with a combination of general revenue (\$150,000) and TDT revenue. The City of Tallahassee also provides \$150,000 annually to COCA in support of these programs. COCA is a non-profit organization designated to serve as the local arts agency for Tallahassee and Leon County. COCA is the umbrella agency for arts and culture, and works with and for those who produce, invest in, and enjoy the arts and culture in the area. COCA administers grant programs on behalf of the County and City, distributing over \$1.3 million in grant funding annually, largely comprised of TDT funding, to non-profit arts and cultural organizations that contribute significantly to the quality of life and tourism industry in Leon County.

Since the Cultural Plan Update in 2014 and reallocation of TDT funds previously dedicated to the performing arts center, the County provides 1¼ cents of TDT revenue to COCA. This represents 25 percent of the County's overall TDT collections which has been forecasted at \$1,226,900 million in FY17. One-cent of TDT revenue (currently \$981,520) supports the grants and administration of the Cultural Grant and the Cultural Tourism Marketing Grant Programs which help foster arts and cultural activities (operating and programming) provided by eligible 501c(3) organizations.

The Cultural Tourism Marketing Grant Program was created by COCA following the Cultural Plan Update in 2014 to meet the needs identified by cultural organizations. In response to another priority of the 2014 Cultural Plan Update, the County dedicated an additional ¼ cent of TDT to create the Cultural Facilities Matching Grant Program to support the construction, renovation, acquisition, and/or equipping of eligible cultural facilities. Each of these programs is described below in further detail.

Developed by a community task force, COCA's grant guidelines are reviewed and revised every year. A diverse panel of community volunteers, including a representative from the TDC, reviews applications and makes the funding recommendations. COCA offers technical reviews, consultations, and grant writing workshops to assist applicants throughout the grant process. Additionally, there is ongoing communication between COCA and TDC staff during the application and pre-review stages to communicate and cross-check information to ensure there is no duplication of event funding requests. The latest awards for each of the COCA grants are included in Attachment #4.

COCA Cultural Grant Program – Budget of \$992,440

COCA's Cultural Grant Program is designed to support programs that create broader public access and participation in the arts which enhance the community's quality of life, local economy, and tourism impact. Eligible organizations must be a 501c(3), have arts and/or history as its primary purpose, and have been providing arts or cultural programming in their discipline

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 8

for at least three complete fiscal years. Eligible organizations must offer multiple events and/or cultural programming regularly available to the public and produced throughout the year. Recipients of County TDT funds through COCA, are required to demonstrate efforts that promote, enhance, and grow the destination. Recipients of general revenue funds must demonstrate dedication to creating broader public access, benefit and participation in arts and cultural activities in our community, enhancing both quality of life and our local economy. COCA offers applicants an appeal process before a final vote is taken by its board of directors. Once approved by COCA, the awards are then reported to the TDC.

COCA Cultural Tourism Marketing Grant Program – Budget of \$62,550

The Cultural Tourism Marketing Grant Program is designed to increase visibility of arts and cultural organizations in Leon County and therein positively impact tourism revenues. Funds are to be awarded to organizations that wish to develop, execute and evaluate effective marketing and promotional initiatives targeted towards attracting travel and tourism to Leon County for engagement in arts and cultural presentations and activities. Examples of eligible opportunities include, but are not limited to: media placement and production (print, online, broadcast, and radio), printed materials, tradeshow registration fees and booth rentals, video/CD-ROM, DVD production, public relations/media communications, promotional items, and website development.

Although County TDT funds are utilized for the three Tourism Event Grant Programs and all three COCA Grant Programs, there are significant differences in the purpose and eligibility criteria. Before describing COCA’s Cultural Facilities Matching Grant Program which is unique in that it is specific to capital improvements, staff has prepared Table #3 as a summary comparison of the three Tourism grants and two COCA grants described thus far.

Table #3: County Tourism and COCA Grant Program Comparisons

County Tourism Event Grants	COCA’s Cultural & Tourism Marketing Grant Programs
Single or multi-day event, concert, exhibition, festival, sports competition, fair, conference or celebration; Large-scale multi-day events	Multiple event cultural programming regularly available to the public and produced throughout the year; Cultural Tourism activities; and Cultural Facility Improvement
Ability to attract and document overnight visitors to Leon County.	Organization must have arts and/or history as its primary purpose and describe efforts to serve visitors.
Organizations can be a 501c(3), division of state/local government, university, or private entity.	Organization must be a 501c(3) and have a governing Board of Directors.
New or existing events may qualify.	Organization must have been providing arts or cultural programming in their discipline for at least three complete fiscal years.
Funding is administered on a reimbursement basis after a satisfactory post-event report is received and approved by County staff.	Funding is typically administered in three payments (Nov, Feb, May) - advance, interim and final payments - after interim and final reports are received and approved by COCA.

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 9

COCA Cultural Facilities Matching Grant Program – Budget of \$249,359

The Cultural Facilities Matching Grant Program offers support and funding for renovation, new construction, acquisition or equipping of cultural facilities located in Leon County. The guidelines for this program were approved by the Board on March 8, 2016 with the 2016 award recommendations approved on July 12, 2016. The County's Tourism Plan (Ordinance) calls for the dedication of a ¼ cent of the TDT specifically to support this matching grant program for cultural organizations for a five-year period from FY 2015 – FY 2019. Monies accrued from the ¼ cent each year are to be awarded in arrears. For example, TDT collections from FY 2015 were awarded during FY 2016.

A cultural facility is a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and historical/heritage facilities.

To be an eligible applicant, organizations must be physically located in Leon County, a non-profit tax exempt Florida Corporation, and have provided at least three years of year-round arts or cultural programming in the County. Applicants may apply for a minimum of \$5,000 and maximum of \$100,000 but requests must be no greater than 50% of the total eligible budget costs for the project. Organizations may only submit a single application per year and those who are awarded funding will not be eligible for capital funding in the fiscal year immediately following their grant award. Matching fund requests must be at least 1:1 and may consist of the following:

- Cash on hand or liquid assets, which are required to make up at least 25% of the total match.
- Irrevocable pledges.
- In-kind contributions to consist of no more than 50% of the applicant's total match requirement.
- Prior eligible expenditures directly related to the project made within two years prior to the application date.
- A portion of the value of the land or building (up to 10%) directly used for the grant project.

As previously mentioned, the Board approved the awards for the first year of funding on July 12, 2016. Once the next slate of applications has been evaluated by COCA, staff will prepare another agenda item for the Board's consideration.

City of Tallahassee Special Event Co-Sponsorships – Estimated \$125,000 In-Kind Support

The Tallahassee City Commission has established a Special Event Committee, which is responsible for making recommendations to the City Commission on which events should receive city co-sponsorship and the appropriate level of in-kind services. The City's in-kind services to support special events may include electric, water, solid waste, staging, sound/audio,

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 10

rental fees, barricades, and police. Applications are on a 2-year award cycle and the next grant cycle will be open in 2018.

CRA Grant Programs

The CRA grant programs are designed to support events and activities within the Greater Frenchtown/Southside District Community Redevelopment Area and the Downtown District Community Redevelopment Area that promote the goals and objectives of the respective redevelopment plans.

Downtown Promotional and Special Events Grant Program – Budget of \$85,000

The CRA budgeted \$85,000 in FY17 to fund small special events and/or promotional activities, up to \$10,000, within the Greater Frenchtown/Southside District Community Redevelopment Area and the Downtown District Community Redevelopment Area (\$50,000 for Greater Frenchtown/Southside District and \$35,000 for the Downtown District). The Greater Frenchtown grant program is managed by CRA staff while the Downtown District grant program is managed by the DIA. Recent CRA grant awards include the Frenchtown Heritage Fest (\$5,000), John G. Riley's Rock-A-Thon (\$1,000), and the Experience Asia Festival (\$4,000).

Downtown Large Event Grant Program – Budget of \$100,000

The FY17 CRA budget includes \$100,000 for a new large downtown special events grant program. Events must be held in the Downtown District, at Cascades Park or Kleman Plaza only between April 15, 2017 and September 30, 2017. Examples of recent large events supported by this grant program include the Word of South Festival and the Tallahassee Jazz and Blues Festival, both of which took place at Cascades Park. CRA staff is currently reexamining the program guidelines for the FY18 cycle however the CRA recently approved interim guidelines for the \$25,000 remaining in FY17 which are outlined as follows:

- Events must be held on or between April 15, 2017 and September 30, 2017.
- Applicants must be not-for-profit organizations and cannot be associated with a public institution (e.g., federal, state or local government or university); political organizations or religious organizations.
- The minimum grant amount will be \$10,000. The applicant will be required to demonstrate they have an equal amount of funds invested in the event. In-kind funds do not meet this requirement.
- The event must be open to the public and the majority (more than 60 percent) of the event activities must be free.
- Recipients of funds from the Downtown District's FY 2017 Promotional and Special Events Program are not eligible to apply, however recipients of grant funding from the TDC or COCA are eligible to apply.
- Preference will be given to events that are intended to attract a regional (including attendees from other states) audience, and generate hotel stays within the City of Tallahassee.

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 11

Coordination with Partner Organizations

In the early summer of 2016, the TDC contemplated modifications to the Signature Event Grant Program. When the new Tourism Director began in August, it was an opportune time to conduct a comprehensive review of all three grant programs and processes with fresh eyes and in coordination with organizations that also provide financial support for community events. In October 2016, Tourism staff convened the first of four meetings with partner organizations in the community to each share an overview of their respective grants programs, the primary objectives of the programs, process for evaluations, tracking and monitoring mechanisms, and the overall challenges of managing the programs with the expressed intent to identify opportunities for enhancement. Participants included:

- Dr. Audra Pittman, Executive Director of COCA
- Kevin Carr, Grants Program Manager for COCA
- Roxanne Manning, Executive Director of the CRA
- Sherri Curtis, Principle Planner for the CRA
- Paige Carter-Smith, Executive Director for the DIA
- Allen Thompson, Events Coordinator for the DIA
- Ashley Edwards, Director of Parks, Recreation and Neighborhood Affairs for the City

This group exchanged a significant amount of information during these meetings and identified opportunities for increased communication and collaboration. One of the opportunities identified for further exploration was an online event grant application portal as a singular point of entry that communicates the objectives of all the event grant funding programs and captures basic organizational and budget information. It is important to keep the funding sources separate; however a shared portal with a robust system to facilitate every aspect of the process would be welcomed by the applicant organizations and could generate significant efficiencies for the applicant, panelists/reviewers, and program administrators.

Another concept identified by this workgroup was to better align the grant application materials and timing to mitigate duplicative application forms and provide a more concise time period for organizations to learn their total financial commitments from the various funding partners. This would also benefit the staff and policy makers charged with reviewing and scoring grant applications. Should a singular portal be pursued, each funding partner would then be able to monitor all grant applications in real time. The singular application portal is still being explored by the aforementioned organizations to determine the full extent of benefits associated with this concept. Once the analysis has been completed, staff will bring back an agenda item to the Board if there are any legal, policy, or financial considerations.

For the FY18 grant cycles, staff will post a new page on the VisitTallahassee.com website that will feature all four of the organizations that provide event grant funding to better educate the community on the various resources available and help them identify the grant programs best suited for a given event/activity until a determination can be made on a collaborative online grant portal system. Further, coordinated educational sessions will once again commence in May among representatives from each of the aforementioned funding organizations in support of local

Title: Acceptance of an Overview and Status Report on Tourism and Cultural Grant Funding Efforts and Approval of Modifications to the Tourism Grant Programs as Recommended by the Tourist Development Council

February 7, 2017

Page 12

cultural programming, activities, and events that enrich the destination and attract visitors to the community. Specific to the County's Tourism grants, the online application process will continue to be utilized for upcoming grant cycle.

Based on the Board's guidance, staff will finalize the modifications to the three Tourism grant programs for the FY18 grant cycle and continue to explore the appeal and practicality of an online event grant application portal to better serve the funding agencies and grant applicants.

Options:

1. Accept the status report on Tourism and Cultural grant funding.
2. Approve the modifications to the Tourism grant programs as recommended by the Tourist Development Council (Attachment #1).
3. Do not accept the status report on Tourism grant funding.
4. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Recommended modifications to the Tourism Signature, Special, and Sports Event grant programs
2. Summary of local resources available to support festivals, events and cultural programming in Leon County
3. FY 2017 Tourism grant awards lists
4. Latest COCA grant award lists

FY17 Cultural Tourism Marketing Grant Program

Organization	Tourist Development Tax
African Caribbean Dance Theater	\$ 2,700
Artist Series of Tallahassee	\$ 3,000
Asian Coalition	\$ 3,000
FSU Challenger Center	\$ 3,000
FSU Museum of Fine Arts	\$ 3,000
FSU Opening Nights	\$ 3,000
Goodwood Museum and Gardens	\$ 3,000
John G. Riley Center and Museum	\$ 2,700
LeMoyne Center for the Visual Arts	\$ 3,000
Mickee Faust	\$ 3,000
Southern Shakespeare Company	\$ 3,000
Tallahassee Bach Parley	\$ 3,000
Tallahassee Ballet	\$ 2,700
Tallahassee Civic Chorale	\$ 3,000
Tallahassee Community Chorus	\$ 2,700
Tallahassee Museum	\$ 3,000
Tallahassee Symphony Orchestra	\$ 3,000
Theatre with a Mission	\$ 2,700
Theatre Tallahassee	\$ 3,000
Word of South	\$ 3,000
621 Gallery	\$ 2,700
Capital Chordsmen	\$ 1,350
TOTAL	\$ 62,550

FY17 Cultural Grant Program

Organization	Total Funding	General Revenue	Tourist Development Tax
African Caribbean Dance Theatre	\$ 41,775	\$ 17,816	\$ 23,959
Artist Series of Tallahassee	\$ 28,790	\$ 8,490	\$ 20,300
Challenger Learning Center	\$ 101,593	\$ -	\$ 101,593
FSU Museum of Fine Arts	\$ 15,000	\$ -	\$ 15,000
FSU Opera Outreach Program	\$ 14,000	\$ 14,000	
Goodwood Museum and Gardens	\$ 51,650	\$ -	\$ 51,650
John G. Riley Center and Museum	\$ 50,000	\$ -	\$ 50,000
Mickee Faust	\$ 10,452	\$ -	\$ 10,452
Tallahassee Bach Parley	\$ 9,684	\$ 1,000	\$ 8,684
Tallahassee Ballet	\$ 82,423	\$ 24,000	\$ 58,423
Tallahassee Civic Chorale	\$ 5,400	\$ -	\$ 5,400
Tallahassee Community Chorus	\$ 20,000	\$ -	\$ 20,000
Tallahassee Film Society	\$ 6,800	\$ -	\$ 6,800
Tallahassee Museum	\$ 325,000	\$ -	\$ 325,000
Tallahassee Symphony Orchestra	\$ 70,810	\$ 6,050	\$ 64,760
Tallahassee Youth Orchestra	\$ 28,500	\$ 20,500	\$ 8,000
Theater with a Mission	\$ 5,175	\$ -	\$ 5,175
Theatre Tallahassee	\$ 50,000	\$ 6,500	\$ 43,500
Young Actors Theatre	\$ 65,000	\$ 39,500	\$ 25,500
621 Gallery	\$ 10,388	\$ 4,042	\$ 6,346
TOTAL	\$ 992,440	\$ 141,898	\$ 850,542

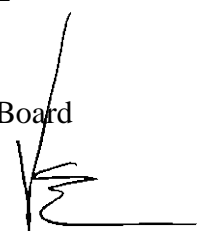
Cultural Capital Facilities Matching Grant Program To Date (FY15-FY19)

Organization	Tourist Development Tax
Challenger Learning Center, STEAM Laboratories	\$ 56,875
Goodwood Museum and Gardens	\$ 100,000
LeMoyne Center for the Visual Arts	\$ 92,484
Tallahassee Museum of History and Natural Science	\$ 64,656
Tallahassee Community College	\$ 100,000
TOTAL	\$ 414,015

Leon County Board of County Commissioners

Agenda Item #22

October 24, 2017

To: Honorable Chairman and Members of the Board
From: Vincent S. Long, County Administrator 
Title: Council on Culture & Arts Cultural Facilities Matching Grant Program

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri Post, Director of Tourism Development Chris Holley, Assistant to the Director of Tourism Development Nicki Paden, Management Analyst

Statement of Issue:

This item seeks Board acceptance of the Cultural Facilities Matching Grant Program awards as recommended by the Council on Culture and Arts (COCA) and the Tourist Development Council, and approval of COCA's request to modify their agreement with the County to expand the allowable uses of the ¼ cent Tourist Development Tax to include COCA's Cultural Grant and Cultural Tourism Marketing Grant programs.

Fiscal Impact:

This item has no fiscal impact to the County. Adequate funds are available in COCA's budget for the recommended capital improvement grants.

Staff Recommendation:

- Option # 1: Accept COCA's Cultural Facilities Matching Grant Program awards as recommended by the TDC (Attachment #1).
- Option #2: Approve COCA's request to modify their agreement with the County to expand the utilization of the ¼ cent Tourist Development Tax in a form approved by the County Attorney, to be executed by the County Administrator.

Report and Discussion

Background:

Leon County Government supports cultural arts programs and activities through a combination of general revenue and Tourist Development Taxes (TDT). After receiving the 2014 Cultural Plan Update, Leon County and the City of Tallahassee sought an opportunity to increase financial support for arts and culture in the community. In December 2014, the County and City entered an Interlocal Agreement to reallocate funding previously dedicated to the construction of a performing arts center to support the COCA in its mission to serve the community in the realm of the arts. The agreement dedicates one-cent of TDT to support the implementation of the Cultural Plan through the Cultural Grant Program (CGP) and an additional ¼ cent of TDT to support the Cultural Facilities Matching Grant Program (CFMGP). The additional ¼ cent is dedicated for five years, beginning in FY 2015, to support capital improvements including renovations, new construction, or acquisition of cultural facilities (Attachment #2). The funding from the ¼ cent is made available annually, in arrears, to proposed capital grant projects recommended by COCA and approved by the Tourist Development Council (TDC).

As a part of the contract with the County, COCA manages the CFMGP and utilizes a volunteer panel to evaluate the grant applications in accordance with the guidelines previously approved by the Board (Attachment #3). The panel is comprised of qualified construction and building professionals who evaluate the facilities-related grant proposals. The panel provides award recommendations which are reviewed and approved by the TDC to ensure compliance with the appropriate uses of the TDT.

To be an eligible grant applicant, organizations must be physically located in Leon County, be a non-profit tax exempt Florida Corporation, and provide at least three years of year-round arts or cultural programming in the County. Applicants may apply for a minimum of \$5,000 and maximum of \$100,000, but requests must be no greater than 50% of the total eligible budget costs for the project. Organizations may only submit a single application per year and those who are awarded funding will not be eligible for capital funding in the fiscal year immediately following their grant award. Matching fund requests must be at least 1:1 and may consist of the following:

- Cash on hand or liquid assets, which are required to make up at least 25% of the total match.
- Irrevocable pledges.
- In-kind contributions to consist of no more than 50% of the applicant's total match requirement.
- Prior eligible expenditures directly related to the project made within two years prior to the application date.
- A portion of the value of the land or building (up to 10%) directly used for the grant project.

Title: Council on Culture & Arts Cultural Facilities Matching Grant Program
October 24, 2017
Page 3

This item provides an update on the grant awards from the initial CFMGP cycle and seeks Board acceptance of the recommendations for the latest CFMGP cycle. In addition, this item seeks Board approval of COCA's request to modify the agreement with the County to expand the allowable uses of these funds. This item aligns with the following FY 2017- FY 2021 Board Bold Goal approved at the January 24, 2017 meeting:

- Grow the five-year tourism economy to \$5 billion including aggressive marketing, strategic partnering, and public relations to leverage community assets related to sports tourism, cultural, historical and nature based amenities and targeted marketing to increase visitors from the region/state.

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- (EC4) Grow our tourism economy, its diversity, competitiveness and economic impact.

Analysis:

At the July 12, 2016 meeting, the Board accepted COCA's funding recommendations for the first cycle of CFMGP awards. This initial grant cycle was funded with TDT revenues collected in FY 2015 and, per the County's agreement with COCA, made available in arrears for this program. The Board approved \$249,359 generated from the ¼ cent TDT, the entirety of the collections, to be awarded to the following three projects:

- The Challenger Learning Center received \$56,875 for the construction of two additional Science, Technology, Engineering, Arts, and Mathematics (STEAM) Laboratories. Since July 2016, the additional STEAM Labs have been utilized for Camp Challenger programming and increased camp capacity by 252 students. In addition to enhanced educational programming, the STEAM Labs are utilized to host SCITuesday programming on the second and fourth Saturdays of each month for family engagement and currently serve 16-24 attendees per week.
- The Goodwood Museum and Gardens received \$100,000 for the restoration and renovation of the Rough House. The funding supported the restoration of the building following the discovery of old termite damage within the building's frame and interior rehabilitation of the building as a museum restaurant. The restaurant, scheduled to be opened by the end of 2017, will increase the number of museum visitors and provide \$12,000 in additional revenue to Goodwood annually.
- LeMoyne Center for the Visual Arts received \$92,484 to support repairs to Meginnis-Munroe House. The funding supported the completion of repairs which removed the property's "Most Endangered" listing and supported plans for future expansion of operations in the Downtown Historic District to engage visitors and locals alike.

On March 13, 2017, COCA released the grant application guidelines to the public to launch the second CFMGP cycle utilizing FY 16 TDT collections. On Thursday, June 8, 2017, two qualified applications from the Tallahassee Museum and Tallahassee Community College were reviewed and scored by the panel (Attachment #1). The panel recommended to grant \$164,656 of the available \$253,989 of ¼ cent collections to the following projects:

Title: Council on Culture & Arts Cultural Facilities Matching Grant Program

October 24, 2017

Page 4

- The Tallahassee Museum is seeking \$64,656 to support the demolition of its current black bear exhibit enclosure and construct a new enclosure which will include a large water feature with pools, waterfalls, enhanced landscaping, and new educational interpretations about black bears. The exhibit improvements will have an impact on the Museum's ability to market and draw tourists to stimulate economic growth while providing locals and visitors the opportunity to experience the region's natural and cultural history.
- Tallahassee Community College is seeking \$100,000 to support technology upgrades to the Turner Auditorium. The requested funding will support upgrades to current equipment to enhance quality productions and support the college's theatre program. In addition, the upgrades will support the college's efforts to utilize the Turner Auditorium as a living classroom for students as well as a performance space for the community.

On July 12, 2017, COCA staff presented the grant program panel's recommendations to the Tourist Development Council (TDC) which unanimously supported, with one abstention, the CFMGP awards for the Tallahassee Museum and Tallahassee Community College. Following the Board's acceptance, grant recipients will enter into a contractual agreement with COCA which specifies their responsibilities including reporting requirements to COCA at six-month intervals and a final grant report. COCA must also maintain an accounting system that provides for a complete record of all the grants and matching funds. Staff recommends the Board's acceptance of the recommended CFMGP awards to the Tallahassee Museum and Tallahassee Community College for a total of \$164,656. Having only received and supported two qualified applications this grant cycle, this leaves \$89,333 remaining unspent from the FY 16 collections of the ¼ cent TDT. The remainder of this item addresses COCA's request to expand the utilization of the ¼ cent TDT and plans to modify the CFMGP guidelines for the remaining two years of this funding commitment.

Request to Expand Utilization of the Additional ¼ Cent

As mentioned previously, the CFMGP awards are based on the County's collection of TDT funds from the previous year. The County collected \$253,989 in ¼ cent collections in FY 2016; however, the total funding requested and awarded during the respective CFMGP grant cycle was \$164,656. According to COCA, few organizations met the eligibility criteria due to statutory limitations on eligible expenses, grant matching requirements, and the inability for organizations to apply for capital funding the year after receiving a grant award. As a result, there is an \$89,333 remaining balance from the FY 2016 ¼ cent collections that has not been allocated. Staff projects that there will be a continued surplus of this dedicated revenue sources in subsequent years as overall TDT collections continue to grow combined with the limited number of organizations eligible for this grant program. However, after conferring with arts organizations to identify their ongoing resource needs, COCA is seeking to utilize a portion of the ¼ cent TDT to enhance funding for its Cultural Grant Program (CGP) and Cultural Tourism Marketing Grant Program (TMGP) due to an increased demand for these operating grant programs.

Title: Council on Culture & Arts Cultural Facilities Matching Grant Program
October 24, 2017
Page 5

The CGP is a re-granting program managed by COCA to support local arts agencies year-round efforts to create broader public access and participation in the arts to enhance the community's quality of life and local economy. The TMGP is a re-granting program managed by COCA and created following the Cultural Plan Update in 2014 to support local organizations' efforts to increase the visibility of arts and cultural organizations by marketing to potential overnight visitors. Unlike the facilities grant program, the CGP and TMGP are operating grant programs that can support the regular activities, events, and outreach efforts of a broader slate of arts organizations.

In an effort to address the growing needs of the arts and cultural community, COCA is requesting that \$90,000 of ¼ cent TDT collections go to the CGP and TMGP each year over the course of FY 2018 and FY 2019. For each year, \$60,000 would be added to the CGP which supports local nonprofit organizations in providing arts and cultural programming and events in Leon County. \$30,000 would be added to the TMGP which is designed to increase awareness of local arts and cultural organizations by encouraging applicants to develop and implement marketing and promotional initiatives to attract visitors to engage in arts and cultural activities in Leon County.

Should the Board support modifying the County's agreement with COCA, staff would recommend funding this request for enhanced annual operating grants from the current fiscal year rather than carrying forward unallocated capital funds from prior fiscal years. Table #1 illustrates the proposed utilization for the ¼ cent TDT dedicated to COCA in support of arts organizations over the life of this five-year funding commitment.

Table #1: Proposed Utilization of ¼ Cent Tourist Development Tax Dedicated to COCA

FY	¼ Cent TDT Collections & Projections	Allocation for COCA's Cultural & Tourism Marketing Grants	Cultural Facilities Matching Grant		
			Available	Awarded	Carry Forward
2015	\$249,359	\$0	\$249,359	\$249,359	\$0
2016	\$253,989	\$0	\$253,359	\$164,656 ¹	\$89,333
2017	\$269,750	\$0	\$269,750	N/A	\$269,750
2018	\$263,800	\$90,000 ¹	\$532,883 ²	TBD	TBD
2019	\$265,000	\$90,000 ¹	\$175,000 ¹	TBD ³	TBD ³
Total	\$1,301,898	\$180,000	\$1,121,898	N/A	N/A

1. Pending Board approval of the recommended actions in this agenda item.
2. The \$532,883 includes prior year carry forwards and the projected FY2018 allocation of \$173,800 (\$263,800 - \$90,000) for the Cultural Facilities Matching Grant.
3. In accordance with the interlocal agreement and original five-year funding commitment, funds not expended by October 2020 must be returned to the County.

Title: Council on Culture & Arts Cultural Facilities Matching Grant Program
October 24, 2017
Page 6

COCA plans to combine the FY 2017 collections with the unallocated \$89,333 from FY 2016 and the CFMGP funds projected for FY 2018 (\$173,800) for one large CFMGP grant cycle scheduled to open in spring 2018 totaling \$532,883. These funds would be available to all eligible organizations as COCA plans to waive its prohibition against consecutive year grant awards for this program. However, this will be the final grant cycle for which COCA enforces the \$100,000 request ceiling. Recommended grant awards will be considered by the TDC and presented to the Board for consideration shortly after October 1, 2018, the start of the next fiscal year.

The continuance of the \$100,000 funding request limit for the next CFMGP grant cycle and the availability of funds for all eligible organizations regardless of prior year funding is intended to provide arts organizations with every opportunity to leverage these funds while they are available through COCA. Staff and COCA both anticipate that the funding requests for the next cycle will be much less than the available \$532,883. In turn, the balance of said funds would be carried forward and combined with the FY 2019 collections for one final grant cycle. The final CFMGP would not impose a funding request limit so that the available funds can be utilized for their originally intended purpose of supporting the capital improvement needs of arts organizations as prioritized in the Cultural Plan.

Options:

1. Accept COCA's Cultural Facilities Matching Grant Program awards as recommended by the TDC (Attachment #1).
2. Approve COCA's request to modify their agreement with the County to expand the utilization of the ¼ cent Tourist Development Tax in a form approved by the County Attorney, to be executed by the County Administrator.
3. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. COCA's FY17 Cultural Facilities Matching Grant Program Panel Score Sheet and Applications
2. Leon County and the Council on Culture and Art's First Amended and Restated Grant Funding Agreement
3. Cultural Facilities Matching Grant Guidelines

**Leon County
Board of County Commissioners**

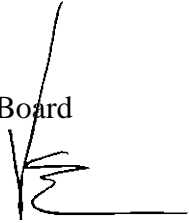
Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Code Enforcement Board and the Code Compliance Program 2016-2017 Annual Report

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Emma Smith, Permit and Code Services Director Jessica Lowe, Sr. Compliance Specialist

Statement of Issue:

This agenda item presents the Code Enforcement 2016-2017 Annual Report in order to keep the Board apprised of the County's Code Enforcement Board and Code Compliance Programs.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the 2016-2017 Annual Report of the Code Enforcement Board and the Code Compliance Program.

Report and Discussion

Background:

Each year staff prepares an agenda item to keep the Board apprised of the Code Enforcement Board and Code Compliance Programs activities through the presentation of an annual report. The 2016-2017 Annual Report was reviewed and approved by the CEB at their regularly scheduled meeting on January 18, 2018.

The Code Enforcement Board (CEB) is empowered by Ordinance to enforce Chapter 5, Articles II and III (Building and Housing); Chapter 10 (Land Development Code); Chapter 11, Article XXIV (Refueling Assistance for Persons with Disabilities); Chapter 14 (Property Safety and Maintenance Code), and; Chapter 16, Article V (Communications Facilities and Utility Poles within the Public Rights-of-way). The CEB is supported by contractual legal services as required by law and, until recently, was represented by Counsel Clayton Knowles of Knowles and Randolph Law Firm. An interim outside counsel is currently supporting the CEB and the County Attorney's Office is preparing a request for proposals for the CEB's legal representation going forward. The Assistant County Attorney serves as legal counsel for the County. The CEB has seven board members who volunteer their time, which averages about five hours per month (Attachment #1).

On April 25, 2006, the Board held a workshop to review the County's Code Enforcement Program, discuss related issues, and consider recommendations for program enhancements. The Board also reiterated their goal of voluntary compliance. On May 9, 2006, the Board ratified the actions taken at the workshop. The County's Code Compliance Program has been maintained at its current level of functioning to achieve voluntary compliance.

Analysis:

In order to serve the citizens of Leon County in a timely and efficient manner, the Department of Development Support and Environmental Management (DSEM) implemented a central complaint process system. The complaints are received through telephone calls, citizen on-line reporting or by walk-in customers, are then logged and routed to the appropriate Division for investigation within 48 hours. If the complaint call is a health, safety, or serious environmental issue, it is inspected within 24 hours. As a team, the program's goal is to obtain voluntary compliance based on County policy.

An official Notice of Violation (NOV) letter is the first notice to an alleged violator and is sent through regular mail, certified mail return receipt. The nature of the violation is described within the NOV along with a list of the County codes allegedly violated. A description of what was found on-site (inoperable vehicles, debris, garbage, etc.), the necessary action to remedy the situation and a time frame to obtain compliance are also included in the NOV. This process usually takes 30 to 45 days, and each complaint warrants an average of three inspections.

A Code Compliance Program Workload comparison table for FY15/16 and FY16/17, and the statistics for the four quarters of FY16/17 are included as Attachment #2. There was a 9% decrease in the total number of complaints received during FY16/17 as compared to FY15/16.

In conjunction with the Citizen Connect Service Request System, which enables citizens to file complaints via the internet, the Code Compliance Program website allows citizens to review the complaint process on-line and download a complaint form to mail in. Citizens utilize the County's Code Compliance Program regularly to assure that their neighborhoods are kept in compliance.

To expand public education and awareness, a Code Compliance flyer is provided to Homeowners' and Neighborhood Associations in the unincorporated portions of Leon County (Attachment #3). The flyer explains that staff is available to speak at association meetings about code enforcement in their neighborhoods. During this fiscal year, there was one request for a presentation. Staff continues to work closely with Homeowners' Association representatives and distribute code compliance literature upon request.

On March 7, 2017, the Board adopted Ordinance No. 17-04, which substantially rewrote Chapter 14 of the Code of Laws of Leon County pertaining to property safety and maintenance, and was subsequently amended on October 10, 2017. Notably, Ordinance No. 17-04 created Article V, entitled Nuisance Abatement, which in turn created the Nuisance Abatement Board that is comprised of the members of the Code Enforcement Board.

The Board's purpose and intent for creating the Nuisance Abatement Board was to grant the Nuisance Abatement Board the necessary authority to determine whether a building or premises presents a serious and continuing danger to the public and/or occupants. The Nuisance Abatement Board was granted the authority to notice and/or subpoena alleged violators and witnesses to its hearings, take testimony under oath, and enter orders which would allow the demolition or repair of dilapidated structures or unsafe buildings and mowing or cutting of overgrowth on the premises. Since the Ordinance was adopted, there have been two (2) abatement cases heard by the Nuisance Abatement Board.

Code Enforcement Board (CEB) Caseload Analysis:

If the owner or violator fails to correct a violation within the time specified in the initial notice, if the violation is a repeat violation, or if the violation is a threat to public health, safety, or welfare or is irreparable/irreversible, the inspector will notify the CEB and request a hearing. Table #1 is summary of the CEB caseload for FY16/17.

Table #1: FY16/17 CEB Caseload	
Case Type	Number
New Cases	96
Continued Cases	6
Request for Amendment to the Board's Order	1
Request for Extension of Time to Comply	4
Fine Reconsideration	10
Foreclosure Considerations	12
Total	129

Of the 96 new cases, 92 were heard by the CEB and found in violation. Table #2 is a breakdown of the CEB cases that were found in violation.

Table #2: FY16/17 CEB cases found in violation	
Violation Type	Number
Environmental Management	1
Junk	50
Building	20
Minimum Housing	5
Zoning	1
Mowing	15
Total	92

Of the 92 cases found in violation, 47 have been found in compliance and 39 failed to come into compliance. An Order Imposing Fine and Notice of Lien was filed with the Leon County Clerk of the Courts for each of the 39 cases which failed to come into compliance. The remaining six cases had compliance deadlines following the conclusion of the fiscal year so they will be accounted for in next year's report.

Revenue Analysis:

Of the total fines imposed, \$5,841,755 the amount of CEB imposed fines collected during FY16/17 was \$17,634 (Attachment #4). The disproportionate amount of revenue collected is reflective of the CEB's ability to significantly reduce fines through requests for reconsideration in order to bring the property into compliance. The CEB heard 10 requests for reconsideration of accrued fines. Included is a list of fines addressed for reduction during FY16/17 (Attachment #5), a status report of all outstanding fines during FY16/17 (Attachment #6), as well as a comparison chart of the CEB's activities for the past five years (Attachment #7).

Staff continues to send periodic follow-up letters to property owners in attempt to address the outstanding fines. Once a lien has been placed on homestead and non-homestead property, the owner is unable to sell the property until the lien has been satisfied. Staff has benchmarked like-sized counties in an attempt to identify additional methods to collect outstanding liens and fines. Some methods identified have ranged from the use of collection agencies to the development of amnesty programs. Staff will continue to review options that are best suited for Leon County.

Foreclosure Analysis:

On November 18, 1997, the Board provided direction to the CEB concerning outstanding fines and liens. The Board directed that the following be considered:

- 1) when the property can be used for a County purpose; or
- 2) when the amount of the lien is equal to or greater than the Property Appraiser's assessment of the property; or
- 3) when the property is not in compliance and there is a threat to public health, safety, or welfare, the CEB could authorize the County Attorney's Office to file suit to foreclose on unpaid liens.

There were 12 cases brought to the CEB this year for consideration to proceed with foreclosure on non-homestead properties that were not in compliance and had outstanding fines. The CEB forwarded all of these cases to the County Attorney's Office to begin foreclosure proceedings. At the end of FY16/17, these fines totaled \$1,151,760. According to F.S. Chapter 162.09(3), an imposed fine will continue to accrue until the violator comes into compliance or until judgment is rendered in a suit, whichever occurs first (Attachment #8).

Summary:

The Leon County CEB is a quasi-judicial Board that has the authority to impose administrative fines where a violation of a code provision has occurred, with the goal of obtaining voluntary compliance. Staff continues to work diligently in processing requests for public hearings in a timely and efficient manner. During FY16/17, no orders of the CEB were appealed to the Circuit Courts of Leon County.

As part of Leon County's continuous efforts at improvement, and to reduce the number of false complaints, as of June 1, 2017 Leon County no longer accepts anonymous complaints. This effort allows Leon County to focus our resources on legitimate complaints, as opposed to allowing neighbors to use Code Enforcement as a way to harass each other with false allegations. This approach is consistent with industry best practices for urbanized areas, and is consistent with how the City of Tallahassee addresses these issues.

Options:

1. Accept the Code Enforcement Board and the Code Compliance Program 2016-2017 Annual Report.
2. Do not accept the Code Enforcement Board and the Code Compliance Program the 2016-2017 Annual Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Attendance Record for Fiscal Year 2016-2017
2. Code Compliance Program Workload Comparison Table
3. Code Compliance Program Public Awareness flyer
4. Fines Paid in Fiscal Year 2016-2017
5. Fines Addressed in Fiscal Year 2016-2017
6. Status of Outstanding Fines Report
7. Comparison Chart of Code Enforcement Board Activity
8. Cases Referred for Foreclosure on Non-Homestead Properties

**Leon County Code Enforcement Board
Attendance Record for FY 2016-2017**

Board Member	Appointed by	Term Expires	Percent of Attendance
Marcia Sanders*	Commissioner Proctor	08/31/2018	40%
Michael Eurich *	Commissioner Dozier	08/31/2018	50%
Curtis Whigham	Commissioner Dailey	08/31/2018	70%
Travis Sparkman**	Commissioner Sauls	08/31/2017	80%
Paul Bobo***	Commissioner Jackson	07/31/2020	10%
Betsy Henderson*	Commissioner Desloge	08/31/2018	60%
Charles Cook	Commissioner Lindley	08/31/2017	80%
Carmen Greene**	Commissioner Maddox	08/31/2017	80%
Yogendra Buch****	Commissioner Maddox	07/31/2020	10%

There were ten (10) meetings for the Fiscal Year 2016-2017.

*Excused Absences

**Term expired 08/31/2017

***Filled Travis Sparkman's expired term

****Filled Carmen Greene's expired term

**Code Compliance Program
Workload Comparison Table for Fiscal Year 15-16 and 16-17**

	16/17 1st Qtr.	16/17 2nd Qtr.	16/17 3rd Qtr.	16/17 4th Qtr.	16/17 Year End Figures	16/17 Yr. End % of Total	15/16 Year End Figures	15/16 Yr. End % of Total
Building	30 Bldg w/o 5 Min. H. 9 Unsafe 16	56 Bldg w/o 19 Min. H. 13 Unsafe 24	51 Bldg w/o 16 Min. H. 9 Unsafe 26	52 Bldg w/o 27 Min. H. 9 Unsafe 16	189	9%	192	9%
Junk & Litter	80	139	119	97	435	21%	431	19%
Junk Vehicles	22	60	34	50	166	8%	230	10%
Environmental	27	32	32	22	113	5%	134	6%
Filthy Fluids	1	1	0	0	2	0%	6	0%
Development Services	16 Home 4 Zoning 6 Signs 6	25 Home 6 Zoning 15 Signs 4	15 Home 5 Zoning 7 Signs 3	18 Home 5 Zoning 12 Signs 1	74	4%	83	4%
Lot Mowing	28	21	35	80	164	8%	167	8%
Right-of-Way	5	12	16	17	50	2%	28	1%
Abandoned Prop.*	0	1	0	0	1	0%	0	0%
Refueling Assistance	10	1	1	0	12	1%	0	0%
Invalid **	64	65	56	72	257	13%	217	10%
Referrals	103	121	185	177	586	29%	739	33%
TOTAL	386	534	544	585	2049	100%	2227	100%
Miscellaneous/Info	347	425	418	501	1691		1821	
Call Back Status	69	74	78	93	314		355	
Telephone Calls	821	1034	1042	1180	4077		4402	
NOV & F/U (Closed) Compliance	82	110	137	159	488	41%	662	52%
TOTAL ACTIVITY	1705	2177	2219	2518	8619		9467	

* BCC approved Abandoned Property Registration (APR) Ordinance on 3/1/15 Amended Ordinance 12/10/13 -- Number of Notice of Violations for failure to register the property. Posted: February 5, 2018
** Invalid calls refer to complaints that are received and not considered County code violations.

**NEIGHBORHOOD
PUBLIC AWARENESS PROGRAM**

LEON COUNTY WOULD LIKE TO HELP YOU HELP US MAKE
YOUR NEIGHBORHOOD A BETTER PLACE TO LIVE!!!!

The Development Support and Environmental Management staff would like to come to your association meeting to talk about the Leon County Codes that make a difference in your neighborhood. Through public education and awareness, we can work together to make your neighborhood shine! We will discuss the **JUNK, BUILDING, ZONING, ENVIRONMENTAL and MOWING** issues that you feel most pertain to you and your neighbors.

We will answer these questions and more:

**WHAT IS CONSIDERED JUNK? WHAT IS CONSIDERED A JUNK VEHICLE?
WHEN DOES SOMEBODY NEED TO GET A BUILDING PERMIT?
CAN SOMEBODY LIVE IN A TRAVEL TRAILER?
WHAT CAN BE DONE ABOUT UNSAFE BUILDINGS?
WHAT BUSINESSES ARE CONSIDERED HOME OCCUPATIONS?
HOW MANY DWELLINGS ARE ALLOWED ON ONE PARCEL?
DO I NEED A PERMIT TO CUT A TREE DOWN ON MY PROPERTY?
WHAT CAN BE DONE ABOUT THESE ISSUES?**

If you are interested in having a County staff member speak at your meeting, please complete this form and return to the following address:

Leon County Department of Development Support and Environmental Management
Neighborhood Public Awareness Program
435 N. Macomb Street, 2nd Floor
Tallahassee, Florida 32301

Association Name and Location of Meeting Place: _____

Association President (Contact Person) _____

Daytime Phone Number _____

Date of Meeting in which staff is invited _____

CIRCLE THE TOPICS YOU WOULD LIKE COUNTY STAFF TO DISCUSS:

JUNK BUILDING ZONING ENVIRONMENTAL MOWING

If you have any questions, please contact the Code Compliance Program at 606-1300.

We look forward to hearing from you, and we thank you for another opportunity to serve you!

**LEON COUNTY CODE ENFORCEMENT BOARD
FINES PAID IN FISCAL YEAR 2016-2017**

DATE RECEIVED	CASE NUMBER	RESPONDENT NAME	ORIGINAL FINE	AMOUNT PAID
3/1/2017	10-079 LEC091164	Patrick O. and Sheryl Phillips	\$523,000.00	\$500.00
5/15/2017	16-059 LEC160115	John Coulter	\$1,990.00	\$800.00
9/7/2017	12-049 LEC120025	Andrew R. and Sarah E. Crumper	\$32,350.00	\$0.00
9/7/2017	12-050 LEC120026	Andrew R. and Sarah E. Crumper	\$32,350.00	\$720.00
9/7/2017	15-080 LEC150254	Fred Simpson Watford	\$15,000.00	\$1,075.00
8/2/2017	16-013 LEC150611	Gloria G. Sheffield	\$10,000.00	\$945.00
8/2/2017	16-043 LEC160226	Gloria G. Sheffield	\$120,500.00	\$590.00
10/12/2017	17-051 LEC170587	Ann M Stevens	\$500.00	\$300.00
2/22/2017	01-005 LEC000696	Bobby J. Chambliss	\$39,615.00	\$1,407.00
3/16/2017	08-098 LEC080153	Jamie Nicole Little	\$771,500.00	\$150.00
3/16/2017	08-099 LEC080260	Jamie Nicole Little	\$152,000.00	\$150.00
10/27/2016	12-029 LEC110892	Gabe Smith Jr Life Estate	\$52,810.00	\$600.00
12/18/2017	16-032 LEC160303	Gloria G. Sheffield	\$5,250.00	\$1,000.00
3/29/2017	13-040 LEC130068	Isaac Bryant	\$34,995.00	\$1,000.00
3/29/2017	13-046 LEC130066	Isaac Bryant	\$291,250.00	\$1,000.00
5/10/2017	15-098 LEC150771	GTE Federal Credit Union	\$16,585.00	\$1,550.00
4/24/2017	03-023 LEC020535	Michael & Maureen Crew	\$44,445.00	\$500.00
11/21/2017	07-072 LEC060348	Dirk Wonsey	\$109,720.00	\$477.50
11/21/2017	08-040 LEC070320	Dirk Wonsey	\$844,250.00	\$477.50
8/30/2017	11-029 LEC100973	Life Estate of Geneve Thompson	\$62,715.00	\$765.00
3/24/2016	10-100 LEC100301	Sharon Smith*	\$623,000.00	\$95.00
3/25/2017	15-020 LEC140252	Theodore Gary, Franklin Green & Virginia Gary*	\$10,000.00	\$3,532.00
N/A	13-098 LEC130382	Joseph F. Goodie and Gloria Ann Goodie**	\$202,250.00	\$0.00
N/A	14-020 LEC130731	John Eric Neely**	\$4,335.00	\$0.00
N/A	14-034 LEC131068	Terry Williams**	\$163,500.00	\$0.00
N/A	14-035 LEC131068	Terry Williams**	\$10,000.00	\$0.00
N/A	14-036 LEC131039	Terry Williams**	\$10,000.00	\$0.00

**LEON COUNTY CODE ENFORCEMENT BOARD
FINES PAID IN FISCAL YEAR 2016-2017**

N/A	15-026 LEC140513	Brianna C. Millsaps**	\$186,000.00	\$0.00
N/A	15-028 LEC140706	Sharon D. Dubose**	\$10,000.00	\$0.00
N/A	15-048 LEC140962	Audrey Bailey**	\$10,000.00	\$0.00
N/A	16-037 LEC150952	Ronald S. & Yolanda K. Ferris**	\$6,575.00	\$0.00
N/A	15-056 LEC150339	Robert H. Ross Estate and Janice S. Ross**	\$10,000.00	\$0.00
N/A	15-090 LEC150693	Richard & Tatyana Geshwiler**	\$117,750.00	\$0.00
N/A	13-087 LEC130368	Sabrina E. Truman ***	\$46,510.00	\$0.00
N/A	13-041 LEC120760	Savannah Sanders****	\$378,250.00	\$0.00
N/A	07-093 LEC060603	Ensley Lee Marks, Sr.****	\$811,750.00	\$0.00
N/A	16-011 LEC150719	Erika Hayes****	\$10,000.00	\$0.00
N/A	12-007 LEC110447	Household Finance Corp*****	\$71,010.00	\$0.00
		Grand Total	\$5,841,755.00	\$17,634.00

*Funds received through Tax Auction proceeds
 **Mortgage foreclosure, CEB inferior and extinguished.
 *** Lien filed during bankruptcy, CEB lien extinguished.
 **** Escheated to the County
 *****Obtained by County via foreclosure

**FINES ADDRESSED FOR REDUCTION BY
THE CODE ENFORCEMENT BOARD
FISCAL YEAR 2016-2017**

HEARING DATE:	CASE NO:	RESPONDENT NAME:	ACCRUED FINE:	STAFF RECOM.:	BOARD ACTION:
2/16/2017	10-079 LEC091164	Patrick O. and Sheryl L. Phillips	\$523,250.00	Not less than \$1,800.00	\$500.00
4/20/2017	16-059 LEC160115	John S. Coulter	\$1,990.00	Not less than \$1,240.00	\$800.00
5/18/2017	16-150 LEC160743	Wayne Chittim	\$21,750.00	Not less than \$960.00	\$960.00
7/20/2017	12-049 LEC120025	Andrew R. and Sarah E. Crumper	\$32,350.00	Not less than \$1,720.00	\$720.00
7/20/2017	16-013 LEC150611	Gloria Sheffield	\$10,000.00	Not less than \$945.00	\$945.00
7/20/2017	16-043 LEC160226	Horace Sheffield and Gloria Sheffield	\$120,000.00	Not less than \$1,590.00	\$590.00
8/17/2017	15-080 LEC150254	Fred Simpson Watford	\$15,000.00	Not less than \$1,075.00	\$1,075.00
8/17/2017	16-042 LEC160225	Horace Sheffield and Gloria Sheffield	\$17,000.00	Not less than \$1,825.00	\$1,000.00
8/17/2017	16-032 LEC160303	Horace Sheffield and Gloria Sheffield	\$5,250.00	Not less than \$1,825.00	\$1,000.00
8/17/2017	16-057 LEC160302	Horace Sheffield and Gloria Sheffield	\$5,250.00	Not less than \$1,825.00	\$1,000.00
N/A	01-005 LEC000696	Bobby Chambliss*	\$39,615.00	\$1,407.00	N/A
N/A	03-023 LEC020535	Michael and Maureen Crew*	\$44,445.00	\$500.00	N/A
N/A	07-072 LEC060348	Dirk Wonsey*	\$109,720.00	\$477.50	N/A
N/A	08-040 LEC070320	Dirk Wonsey*	\$844,250.00	\$477.50	N/A
N/A	08-098 LEC080153	Jamie Nicole Little*	\$771,500.00	\$150.00	N/A
N/A	08-099 LEC080260	Jamie Nicole Little*	\$152,000.00	\$150.00	N/A
N/A	11-029 LEC100973	Life Estate of Geneve Thompson*	\$62,715.00	\$765.00	N/A
N/A	12-029 LEC110892	Gabe Smith Jr. Life Estate*	\$52,810.00	\$600.00	N/A
N/A	13-040 LEC130068	Isaac Bryant*	\$34,995.00	\$1,000.00	N/A
N/A	13-046 LEC130066	Isaac Bryant*	\$291,250.00	\$1,000.00	N/A
Grand Total			\$3,155,140.00	Not less than \$21,332.00	\$8,590.00

*Settlement reached with County Attorney's Office due to case being referred to CAO to begin foreclosure proceedings.

STATUS OF OUTSTANDING CEB FINES FOR FY 2016/2017

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
9/26/2001	01-029	Ronald Pontones	9/20/2001	Board heard case	\$870.00		
		(Homestead)-Junk Code	12/12/2001	Filed Order Imposing Fine and Notice of Lien			
	LEC010341	9406 Barwick Drive	12/20/2001	In Compliance. Fine unpaid.			
District 2			2/27/2015	Reminder letter mailed			
3/5/2002	02-002	Ulysses Smith	2/21/2002	Board heard case			\$198,060.00
	LEC000697	(Non-Homestead)-Junk Code	4/25/2002	Filed Order Imposing Fine and Notice of Lien			
District 3		280 Louis John Lane	5/18/2006	Board approved sending case to CAO to begin process to foreclose			
			8/4/2014	Staff inspected property - Not in Compliance			
3/5/2002	02-003	Ulysses Smith	2/21/2002	Board heard case			\$1,407,000.00
	LEC010122	(Non-Homestead)-Building Code	6/7/2002	Filed Order Imposing Fine and Notice of Lien			
District 3		280 Louis John Lane	5/18/2006	Board approved sending case to CAO to begin process to foreclose			
			8/4/2014	Staff inspected property - Not in Compliance			
3/18/2004	04-004	Estate of Larry Grantham	3/18/2004	Board heard case			\$170,585.00
	LEC030558	(Non-Homestead)-Junk Code	7/8/2004	Filed Order Imposing Fine and Notice of Lien			
District 1		4742 Orchid Drive	6/21/2007	Staff inspected property - Not in Compliance			
				Board approved sending case to CAO to begin process to foreclose			
7/15/2004	04-009	Anita H. Kirkland	7/15/2004	Board heard case			\$166,385.00
	LEC020647	(Homestead)-Junk Code	10/8/2004	Filed Order Imposing Fine and Notice of Lien			
District 2		1307 Southern Drive	4/21/2016	Board approved sending case to CAO to begin process to foreclose			
			12/1/2016	Staff inspected property - Not in Compliance			
6/3/2005	05-005	Roger Malebranche	5/19/2005	Board heard case	\$3,915.00		
	LEC030734	(Homestead)-Junk Code	10/20/2005	Filed Order Imposing Fine and Notice of Lien			
District 2		1347 Yons Place	11/21/2005	In Compliance. Fine unpaid.			
			2/3/2011	Staff inspected property - Not in Compliance			
			2/27/2015	Reminder letter mailed			
9/1/2005	05-014	Matthew B. Williams	9/1/2005	Board heard case	\$153,470.00		
	LEC040728	(Homestead)-Junk Code	10/21/2005	Filed Order Imposing Fine and Notice of Lien			
District 2		1984 Register Road	9/12/2007	Amnesty Program Panel approved application. Fine will be reduced to \$1000.00 if property is brought into compliance within 30 days.			
			10/22/2007	Amnesty follow up inspection performed. Not in Compliance.			
			9/4/2015	Reminder letter mailed			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
8/7/2006	06-020	Lamar & Monica E.R. Dukes	7/20/2006	Board heard case			\$2,480.00
	LEC050147	(Non-Homestead)-Junk Code	10/17/2006	Filed Order Imposing Fine and Notice of Lien			
District 1		2433 Windy Pine Way	11/17/2006	In Compliance. Fine unpaid.			
			9/20/2012	Board approved sending case to CAO to begin process to foreclose			
			1/7/2016	Staff inspected property - Not in Compliance			
11/30/2006	06-050	James R. Woodruff, Jr.	11/16/2006	Board heard case		\$2,445.00	
	LEC050835	(Non-Homestead)-Junk Code	1/19/2007	Filed Order Imposing Fine and Notice of Lien			
District 2		7567 Maige Lane	2/27/2015	Reminder letter mailed			
			3/3/2016	Staff inspected property - Not in Compliance			
			5/25/2016	Change in Homestead Status- Non-Homestead			
1/25/2007	06-059	Gordon L. Smith & Amy L. Dillow	1/18/2007	Board heard case	\$25,475.00		
	LEC050754	(Homestead)-Junk Code	4/24/2007	Filed Order Imposing Fine and Notice of Lien			
District 2		8483 E. Belk Drive	2/27/2009	In Compliance. Fine unpaid.			
			9/4/2015	Reminder letter mailed			
			3/3/2016	Staff inspected property - Not in Compliance			
5/1/2007	07-020	Ronald Pontones	4/19/2007	Board heard case.	\$132,190.00		
	LEC060460	(Homestead)-Junk Code	5/18/2007	Filed Order Imposing Fine and Notice of Lien			
District 2		9406 Barwick Drive	9/4/2015	Reminder letter mailed			
			7/17/2017	Staff inspected property - Not in Compliance			
5/1/2007	07-052	Douglas & A.L. Renken	4/19/2007	Board heard case	\$10,500.00		
	LEC070217	(Homestead)-Junk Code (Repeat Violation)	4/27/2007	In Compliance. Fine unpaid			
District 4		6601 Tim Tam Trail	5/18/2007	Filed Order Imposing Fine and Notice of Lien			
			9/4/2015	Reminder letter mailed			
7/6/2007	07-060	Jesse L. & Beverly Y. Metz	6/21/2007	Board heard case.	\$26,140.00		
	LEC070129	(Homestead)-Junk Code	8/17/2007	Filed Order Imposing Fine and Notice of Lien			
District 1		8224 Pin Oak Road	9/1/2009	In Compliance. Fine unpaid			
			8/4/2014	Staff inspected property - Not in Compliance			
			2/27/2017	Reminder letter mailed			
6/1/2007	07-063	Felicia Riley	5/17/2007	Board heard case.	\$131,175.00		
	LEC060218	(Homestead)-Junk Code	8/17/2007	Filed Order Imposing Fine and Notice of Lien			
District 1		4457 Lost Pine Drive	9/12/2014	Staff inspected property - Not in Compliance			
			9/4/2015	Reminder letter mailed			
7/30/2007	07-088	Lewis P. Powell, Sr. & A.J. Powell	7/19/2007	Board heard case	\$3,670.00		
	LEC060496	(Homestead)-Junk Code	9/7/2007	Filed Order Imposing Fine and Notice of Lien			
District 3		4445 Blue Bill Pass	1/10/2008	In Compliance. Fine unpaid			
			2/12/2009	Reminder letter mailed			
			3/25/2009	Staff received request for reduction of fine			
			4/16/2009	Board reduced fine to \$250.00 to be paid within 3 months or fine will revert to original amount of \$3670.00			
			10/1/2009	Reduced fine amount not paid. Fine reverts to original amount			
			8/27/2014	Staff inspected property - Not in Compliance			
			9/4/2015	Reminder letter mailed			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
7/30/2007	07-091	Robert B. Pompey, Jr.	7/19/2007	Board heard case	\$127,990.00		
	LEC070101	(Homestead)-Junk Code	10/15/2007	Filed Order Imposing Fine and Notice of Lien			
District 1		4601 Shelfer Road	8/4/2014	Staff inspected property - Not in Compliance			
			9/4/2015	Reminder letter mailed			
9/27/2007	07-115	Elaine Sarkkinen	9/20/2007	Board heard case.			\$127,010.00
	LEC060620	(Non-Homestead)-Mowing Code	11/7/2007	Filed Order Imposing Fine and Notice of Lien			
District 2		402 Big Richard Road	4/17/2008	Board directed staff to refer to CAO to begin foreclosure proceedings.			
			1/26/2016	Staff inspected property - Not in Compliance			
11/29/2007	07-137	James D. & K.Y. Thomas	11/15/2007	Board heard case	\$124,770.00		
	LEC070109	(Homestead)-Junk Code	1/4/2007	Filed Order Imposing Fine and Notice of Lien			
District 1		5047 Dry Gulch Court	9/26/2012	Staff inspected property - Not in Compliance			
			9/4/2015	Reminder letter mailed			
1/29/2008	08-007	Frank S. & SL Stephens	1/17/2008	Board heard case	\$865,750.00		
	LEC040454	(Homestead)-Building Code	3/7/2008	LB0800242 issued. Inspection Deadline 4/7/2008			
District 2		3391 Whippoorwill Drive	4/8/2008	Staff checked PETS, owners have not received req'd inspections - Not in Compliance			
			4/21/2008	Filed Order Imposing Fine and Notice of Lien			
			9/4/2015	Reminder letter mailed			
8/4/2008	08-095	Mary L. Woods	7/17/2008	Board heard case	\$1,745.00		
	LEC070905	(Homestead)-Junk Code	09/05/0008	Staff inspected property - Not in Compliance			
District 2		5018 Sarav Way	9/19/2008	Filed Order Imposing Fine and Notice of Lien			
			10/20/2008	In Compliance. Fine unpaid			
			2/4/2013	Staff inspected property - Not in Compliance			
			9/4/2015	Reminder letter mailed			
2/4/2009	09-005	Douglas E. & A.L. Renken	1/15/2009	Board heard case	\$229,000.00		
	LEC081156	(Homestead)-Junk Code: 2nd Repeat	2/10/2009	Filed Order Imposing Fine and Notice of Lien			
District 4		6601 Tim Tam Trail	3/17/2010	In Compliance. Fine unpaid			
			2/27/2015	Reminder letter mailed			
6/4/2009	09-031	Harry Brown c/o Aragon Riley	5/21/2009	Board heard case			\$753,000.00
	LEC080014	(Non-Homestead)-Building Code	7/7/2009	Staff checked PETS, has not received req'd permit - Not in Compliance			
District 4		4052 Crump Road	7/14/2009	Filed Order Imposing Fine and Notice of Lien			
			4/15/2010	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/19/2016	Staff inspected property - Not in Compliance			
7/24/2009	09-045	Cory Wonsey (New Owner)	7/16/2009	Board heard case			\$97,015.00
	LEC080128	(Non-Homestead)- Junk Code	9/1/2009	Staff inspected property - Not in Compliance			
District 2		1172 Cottonwood Lane	9/18/2009	Filed Order Imposing Fine and Notice of Lien			
			5/20/2010	Board directed staff to send to CAO to begin foreclosure proceedings			
			3/22/2017	In Compliance. Fine unpaid			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
7/24/2009	09-046	Ed Michael Jefferson	7/16/2009	Board heard case	\$103,735.00		
	LEC080137	(Homestead)-Junk Code	9/18/2009	Filed Order Imposing Fine and Notice of Lien			
District 1		4056 Buster Lane	9/26/2012	Staff inspected property - Not in Compliance			
			9/4/2015	Reminder letter mailed			
7/24/2009	09-058	Michael B. Quinlan	7/16/2009	Board heard case	\$713,250.00		
9/1/2009	LEC080356	(Homestead)-Building Code	8/20/2009	Board granted 30 day extension of time.			
District 3		2606 Hastings Drive	3/15/2010	Filed Order Imposing Fine and Notice of Lien			
			2/27/2015	Reminder letter mailed			
			8/31/2017	Staff checked PETS, has not received req'd inspections - Not in Compliance			
12/8/2009	09-103	Mary J. Williams	11/19/2009	Board heard case			\$706,000.00
	LEC090230	(Non-Homestead)-Building Code	1/22/2010	Filed Order Imposing Fine and Notice of Lien			
District 1		4065 Morgan Road	8/16/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			8/31/2017	Staff checked PETS, has not received req'd permit - Not in Compliance			
2/4/2010	10-011	David E. Brumley	1/21/2010	Board heard case			\$68,140.00
	LEC090239	(Non-Homestead)-Junk Code	3/9/2010	Staff inspected property - Not in Compliance			
District 2		5057 Tillie Lane	3/19/2010	Filed Order Imposing Fine and Notice of Lien			
			7/14/2010	In Compliance. Fine unpaid			
			7/15/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
4/1/2010	10-027	Angela & JB McCoy	3/18/2010	Board heard case			\$94,950.00
	LEC090816	(Non-Homestead)-Junk Code	5/6/2010	Filed Order Imposing Fine and Notice of Lien			
District 4		8839 Divine Way	1/20/2011	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/27/2016	Staff inspected property - Not in Compliance			
6/3/2010	10-052	Margaret E. Raines	5/20/2010	Board heard case	\$5,105.00		
	LEC091070	(Homestead)-Junk Code	7/26/2010	Filed Order Imposing Fine and Notice of Lien			
District 5		5708 Woodvalley Road	12/10/2010	In Compliance. Fine unpaid			
			9/4/2015	Reminder letter mailed			
			11/2/2017	Staff inspected property - Not in Compliance			
9/23/2010	10-089	Richard & Angela Messer	9/16/2010	Board heard case	\$88,790.00		
	LEC100244	(Homestead)-Junk Code	11/5/2010	Filed Order Imposing Fine and Notice of Lien			
District 2		2005 Shady Wood Trail	8/4/2014	Staff inspected property - Not in Compliance			
			9/4/2015	Reminder letter mailed			
9/23/2010	10-090	Richard & Angela Messer	9/16/2010	Board heard case	\$633,750.00		
	LEC100245	(Homestead)-Building Code	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
District 2		2005 Shady Wood Trail	9/4/2015	Reminder letter mailed			
			8/31/2017	Staff checked computer records, has not received req'd permit - Not in Compliance			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
11/4/2010	10-099	Sharon Smith	10/21/2010	Board heard case			\$75,910.00
	LEC100291	(Non-Homestead) -Junk Code	1/21/2011	Filed Order Imposing Fine and Notice of Lien			
District 1		462 Long Pine Drive	11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			11/8/2016	In Compliance. Fine unpaid			
10/21/2010	10-100	Sharon Smith	10/21/2010	Board heard case			\$623,000.00
	LEC100301	(Non-Homestead) -Building Code	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
District 1		462 Long Pine Drive	5/10/2012	Property is now Non-Homestead			
			11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			3/24/2017	\$95 received from tax deed sale profits. New deed has not been recorded			
			8/31/2017	Staff checked records, has not received req'd permit - Not in Compliance			
8/4/2011	11-030	Sharon Smith	7/21/2011	Board heard case			\$77,800.00
	LEC100958	(Non-Homestead)-Mowing Code	9/19/2011	Filed Order Imposing Fine and Notice of Lien			
District 1		462 Long Pine Drive	5/10/2012	Property is now Non-Homestead			
			11/15/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			11/8/2016	In Compliance. Fine unpaid			
10/3/2011	11-049	Lamar Dukes Estate & Monica E.R. Dukes	9/15/2011	Board heard case			\$75,805.00
	LEC101039	(Non-Homestead)-Mowing Code	1/19/2011	Filed Order Imposing Fine and Notice of Lien			
District 1		2433 Windy Pine Way	9/20/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/7/2016	Staff inspected property - Not in Compliance			
10/3/2011	11-050	Lamar Dukes Estate & Monica E.R. Dukes	9/15/2011	Board heard case			\$541,000.00
	LEC101040	(Non-Homestead)-Building Code	1/19/2011	Filed Order Imposing Fine and Notice of Lien			
District 1		2433 Windy Pine Way	9/20/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/7/2016	Staff inspected property - Not in Compliance			
11/4/2011	11-064	Shane S. Laufman	10/20/2011	Board heard case			\$532,250.00
	LEC110141	(Non-Homestead)-Building Code	1/3/2012	Staff checked records, required permit not obtained - Not in Compliance			
District 2		10497 Elgin Lane	1/19/2012	Filed Order Imposing Fine and Notice of Lien			
			9/18/2014	Tax Deed reflects change in Homestead status			
			9/17/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/26/2016	Staff inspected property - Not in Compliance			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
2/27/2012	12-002	Arrowhead Consolidated Holdings LLC	2/16/2012	Board heard case			\$70,520.00
	LEC110450	(Non-Homestead)-Junk Code	4/30/2012	Filed Order Imposing Fine and Notice of Lien			
District 2		7498 Southern Country Ln	9/19/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/26/2016	Staff inspected property - Not in Compliance			
2/8/2012	12-003	Edward Rodgers & Sandra Trahan	1/19/2012	Board heard case			\$71,150.00
	LEC110392	(Non-Homestead)-Junk Code	4/4/2012	Filed Order Imposing Fine and Notice of Lien			
District 2		368 Post Oak Drive	9/19/2014	Tax Deed reflects change in Homestead status			
			10/1/2015	Staff inspected property - Not in Compliance			
			10/15/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
2/8/2012	12-008	Christopher M. Shepard	1/19/2012	Board heard case			\$71,150.00
	LEC110333	(Non-Homestead)-Mowing Code	4/4/2012	Filed Order Imposing Fine and Notice of Lien			
District 2		3641 WW Kelly Road	3/21/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
			8/1/2017	Staff inspected property - Not in Compliance			
4/4/2012	12-025	Deloris McCov	3/15/2012	Board heard case	\$45,950.00		
	LEC110682	(Homestead)-Junk Code	5/17/2012	Filed Order Imposing Fine and Notice of Lien			
District 5		2308 Lou Ann Court	9/4/2015	Reminder letter mailed			
			12/8/2015	In Compliance. Fine unpaid			
6/28/2012	12-028	Loretta Williams	6/21/2012	Board heard case			\$52,810.00
	LEC110891	(Non-Homestead)-Junk Code	8/1/2012	Staff inspected property - Not in Compliance			
District 4		4859 Anhinga Lane	8/16/2012	Filed Order Imposing Fine and Notice of Lien			
			8/15/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
			9/12/2016	In Compliance. Fine unpaid			
4/30/2012	12-034	Danny Ray & Joyce M. Hutto	4/19/2012	Board heard case			\$448,750.00
	LEC110792	(Non-Homestead)-Building Code	11/9/2012	Staff checked records, Required permit not obtained - Not in Compliance			
District 2		1832 T and T Road	11/28/2012	Filed Order Imposing Fine and Notice of Lien			
			9/19/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/26/2016	Staff inspected property - Not in Compliance			
2/18/2013	13-001	Lillian Inez Miller	1/17/2013	Board heard case		\$327,250.00	
	LEC120772	(Non-Homestead)-Repeat Junk Code	3/21/2013	Filed Order Imposing Fine and Notice of Lien			
District 1		4011 Buster Road	2/20/2014	Board directed staff to send the 1st Notice of possible			
			6/28/2016	In Compliance. Fine unpaid			
3/5/2013	13-002	Mary L. Woods	2/21/2013	Board heard case	\$484,000.00		
	LEC120400	(Homestead)	3/21/2013	Filed Order Imposing Fine and Notice of Lien			
District 2		5018 Saray Way	9/4/2015	Reminder letter mailed			
		Repeat Junk Code					

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
2/18/2013	13-007	William Parker, April Thompson, Samuel Thompson	1/17/2013	Board heard case		\$58,025.00	
	LEC120565	(Non-Homestead)-Mowing Code	3/19/2013	Staff inspected property - Not in Compliance			
District 2		1911 Sika Deer Dr	6/10/2013	Filed Order Imposing Fine and Notice of Lien			
3/5/2013	13-016	Evans & Victoria Tettey	2/21/2013	Board heard case	\$57,465.00		
	LEC120237	(Homestead)-Junk Code	6/10/2013	Filed Order Imposing Fine and Notice of Lien			
District 3		2624 Nez Perce Trail	9/4/2015	Reminder letter mailed			
			1/5/2016	Staff inspected property - Not in Compliance			
4/10/2013	13-031	Juan A Gibson	3/21/2013	Board heard case		\$406,750.00	
	LEC120629	(Non-Homestead)-Min Housing Code	4/18/2013	Staff checked records, Required permit not obtained - Not in Compliance			
District 3		4965 Gearhart Rd	6/10/2013	Filed Order Imposing Fine and Notice of Lien			
6/7/2013	13-044	Alicia A. Howell	5/16/2013	Board heard case			\$54,210.00
	LEC130036	(Non-Homestead)-Junk Code	8/7/2013	Staff inspected property - Not in Compliance			
District 1		8486 Colbert Rd	8/15/2013	Filed Order Imposing Fine and Notice of Lien			
			3/20/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
			4/6/2017	Staff inspected property - Not in Compliance			
6/7/2013	13-045	Alicia A. Howell	5/16/2013	Board heard case			\$46,500.00
	LEC130035	(Non-Homestead)-Building Code	8/15/2013	Filed Order Imposing Fine and Notice of Lien			
District 1		8486 Colbert Rd	1/9/2014	In Compliance. Fine unpaid			
			3/20/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
8/15/2013	13-048	James & Kimberly Prine	7/18/2013	Board heard case - Declared property a public nuisance		\$3,075.00	
	LEC130047	(Non-Homestead)-Bldg/Junk/Abatement	8/15/2013	Board heard case - Amendment			
District 2		9523 Lance Rd	10/8/2013	BOCC approved abatement of property			
			10/31/2013	In Compliance. Fine unpaid			
			11/12/2013	Notice-Collection of County Abatement Cost			
			1/17/2014	Filed Order Imposing Fine and Notice of Lien			
7/31/2013	13-051	Atlas FI I SP LTD Partnership	7/18/2013	Board heard case			\$1,495.12
	LEC130148	(Non-Homestead)-Junk Code	9/19/2013	Filed Order Imposing Fine and Notice of Lien			
District 5		Hill N Dale Dr S	10/10/2013	In Compliance. Fine unpaid			
			8/18/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
7/31/2013	13-053	Petrandis Mortgage & Invest	7/18/2013	Board heard case			\$3,656.56
	LEC130058	(Non-Homestead)-Building Code	9/3/2013	Staff checked records, Required permit not obtained - Not in Compliance			
District 3		5055 Crystal Brook Ln	9/3/2013	Filed Order Imposing Fine and Notice of Lien			
			9/13/2013	In Compliance. Fine unpaid			
			7/17/2014	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
9/3/2013	13-059	New Century Home Equity Loan Trust	8/15/2013	Board heard case		\$51,095.00	
	LEC130099	(Non-Homestead)-Junk Code	1/6/2014	Staff inspected property - Not in Compliance			
District 1		4704 Hibiscus Ave	1/16/2014	Filed Order Imposing Fine and Notice of Lien			
			9/4/2015	Reminder letter mailed			
			11/13/2017	Deed recorded transferring ownership			
10/3/2013	13-075	James M. Skipper	9/19/2013	Board heard case			\$199,000.00
	LEC130241	(Non-Homestead)-Building Code	5/28/2014	Filed Order Imposing Fine and Notice of Lien			
District 3		7244 Newfield Drive	11/20/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/29/2016	In Compliance. Fine unpaid			
6/24/2015	13-076	Iskcon of Tallahassee, Inc.	9/19/2013	Board heard case			\$239,250.00
	LEC130271	(Non-Homestead)-Building Code	1/6/2015	Staff inspected property - Not in Compliance			
District 1		4595 Crawfordville Road	3/11/2015	Filed Order Imposing Fine and Notice of Lien			
			1/19/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
11/6/2013	13-085	Thomas Schmokel	10/17/2013	Board heard case	\$48,820.00		
	LEC130437	(Homestead)-Junk Code	1/6/2014	Staff inspected property - Not in Compliance			
District 1		810 Brent Drive	1/16/2014	Filed Order Imposing Fine and Notice of Lien			
			9/4/2015	Reminder letter mailed			
1/31/2014	14-014	Aaron & Rosa Ervin	1/16/2014	Board heard case	\$19,500.00		
	LEC130615	(Homestead)-Building Code	3/20/2015	Filed Order Imposing Fine and Notice of Lien			
District 5		13665 Driftwood Court	5/4/2015	In Compliance. Fine unpaid			
4/29/2014	14-042	Ronald Singleton	4/17/2014	Board heard case	\$42,765.00		
	LEC130861	(Homestead)-Junk Code	6/3/2014	Staff inspected property - Not in Compliance			
District 1		4030 Morgan Road	9/18/2014	Filed Order Imposing Fine and Notice of Lien			
			9/4/2015	Reminder letter mailed			
04/29/2014	14-044	Cedrick Frazier	4/17/2014	Board heard case	\$6,435.00		
	LEC130944	(Non-Homestead)-Junk Code	9/23/2014	Filed Order Imposing Fine and Notice of Lien.			
District 1		4025 Bishop Rd.	1/26/2015	In Compliance. Fine unpaid			
			2/19/2015	Board reduced fine from \$6435 to \$120 to be paid within 3 months or reverts to the original fine amount			
			5/20/2015	Reduced fine amount not paid. Fine reverts to original amount			
5/30/2014	14-050	Tina Louise Tongen	5/15/2014	Board heard case			\$41,715.00
	LEC131093	(Non-Homestead)-Junk Code	7/1/2014	Staff inspected property - Not in Compliance			
District 3		1676 Talpeco Road	7/17/2014	Filed Order Imposing Fine and Notice of Lien			
			8/20/2015	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
5/30/2014	14-051	Tina Louise Tongen	5/15/2014	Board heard case			\$41,715.00
	LEC131094	(Non-Homestead)	7/1/2014	Staff inspected property - Not in Compliance			
District 3		1676 Talpeco Road	7/17/2014	Filed Order Imposing Fine and Notice of Lien			
		Mowing Code	8/20/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
8/6/2014	14-062	Richard L. Owens	7/17/2014	Board heard case	\$10,000.00		
	LEC130799	(Homestead)-Junk Code	9/19/2014	Filed Order Imposing Fine and Notice of Lien.			
District 5		3628 Chaires Cross Road	9/14/2016	Staff inspected property - Not in Compliance			
9/3/2016	14-074	Lizzetta Denise and Gregory O'Keith	8/21/2014	Board heard case	\$10,000.00		
	LEC131132	(Homestead)-Junk Code	10/14/2014	Staff inspected property- Not in Compliance			
District 1		8004 Pin Oak Road	11/21/2014	Filed Order Imposing Fine and Notice of Lien.			
			9/4/2015	Reminder letter mailed			
10/8/2014	14-089	Robert Strong	9/18/2014	Board heard case	\$1,185.00		
	LEC140085	(Homestead)-Junk Code	11/21/2014	Filed Order Imposing Fine and Notice of Lien			
District 1		1795 Monday Court	12/11/2014	In Compliance. Fine unpaid			
10/30/2014	14-096	Robert Lee Williams Life Estate, Brenda Arnett & Elizabeth Williams	10/16/2015	Board heard case	\$10,000.00		
	LEC140032	(Homestead)-Junk Code	2/3/2015	Staff inspected property - Not in Compliance			
District 2		9821 Fair Oaks Ln	3/20/2015	Filed Order Imposing Fine and Notice of Lien			
12/2/2014	14-101	Genovera E. Ramirez	11/20/2014	Board heard case		\$10,000.00	
	LEC131201	(Non-Homestead)-Junk Code	1/7/2015	Staff inspected property - Not in Compliance			
District 1		8107 Turkey Oak Court	1/16/2015	Filed Order Imposing Fine and Notice of Lien			
			11/23/2015	Deed recorded transferring ownership			
			9/14/2016	In Compliance. Fine unpaid			
12/2/2014	14-102	G. Reed	11/20/2014	Board heard case			\$10,000.00
	LEC131184	(Non-Homestead)-Mowing Code	1/16/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		8417 Blackjack Road	5/19/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/27/2017	Deed recorded transferring ownership			
			10/10/2017	In Compliance. Fine unpaid			
1/28/2015	15-008	Estella Minnis	1/15/2015	Board heard case.			\$263,000.00
	LEC140022	(Non-Homestead)-Building Code	12/15/2015	Filed Order Imposing Fine and Notice of Lien			
District 3		2908 Sharer Road	8/31/2016	Staff inspected property- Not in Compliance			
			9/15/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
3/16/2015	15-019	DW Property, Inc.	2/19/2015	Board heard case.		\$10,000.00	
	LEC140535	(Non-Homestead)-Junk Code	5/26/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		2528 Shadowwood Drive	1/19/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
			7/25/2017	Staff inspected property - Not in Compliance			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
3/16/2015	15-020	Panhandle Building Services	2/19/2015	Board heard case.		\$6,468.00	
	LEC140252	(Non-Homestead)-Mowing Code	4/21/2015	Staff inspected property, Not in Compliance			
District 3		4139 B Williams Lane	5/26/2015	Filed Order Imposing Fine and Notice of Lien			
			1/21/2016	Deed recorded transferring ownership			
			3/24/2016	Payment in the amount of \$3532 received through tax sale			
5/7/2015	15-024	Katia White & Claribel Cantillo	4/16/2015	Board heard case.		\$10,000.00	
	LEC140718	(Non-Homestead)-Junk Code	8/6/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		114 Ponce De Leon	2/7/2017	Staff inspected property, Not in Compliance			
			2/16/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
5/7/2015	15-027	Katia White & Claribel Cantillo	4/16/2015	Board heard case.		\$10,000.00	
	LEC140719	(Non-Homestead)-Mowing Code	8/6/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		114 Ponce De Leon	2/7/2017	Staff inspected property, Not in Compliance			
			2/16/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
6/15/2015	15-036	Clarence G. Washington	5/21/2015	Board heard case.		\$10,000.00	
	LEC140764	(Non-Homestead)-Junk Code	7/21/2015	Staff inspected property, Not in Compliance			
District 1		1444 Breck Drive	8/6/2015	Filed Order Imposing Fine and Notice of Lien			
			9/30/2017	Tax roll reflects change in homestead status			
9/28/2015	15-043	Kenneth W. Klotz, Jr. and Jessica Renee Arnold	9/17/2015	Board heard case.			\$167,750.00
	LEC140739	(Non-Homestead)-Building Code	11/28/2015	Staff checked records, has not received req'd permit - Not in Compliance			
District 2		5927 Red Deer Lane	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
			7/21/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
6/3/2016	15-045	T.R. Lebrun	7/16/2015	Board heard case.		4,825.00	
	LEC150106	(Non-Homestead)-Junk Code	10/15/2015	Board Granted Extension, amended deadline April 26, 2016			
District 2		1567 Van Delia Road	5/19/2016	Board Granted Extension, amended deadline September 4, 2016			
			11/16/2016	Filed Order Imposing Fine and Notice of Lien			
			1/18/2017	In Compliance. Fine unpaid			
			6/6/2017	Deed recorded transferring ownership			
7/30/2015	15-050	Robert L. Nute and O.L. Nute	7/16/2015	Board heard case.		\$10,000.00	
	LEC150204	(Non-Homestead)-Mowing Code	9/2/2015	Staff inspected property, Not in Compliance			
District 5		2065 Foshalee Drive	11/5/2015	Filed Order Imposing Fine and Notice of Lien			
7/31/2015	15-051	William D. Watson	7/16/2015	Board heard case.		\$195,750.00	
	LEC140740	(Non-Homestead)-Minimum Housing	8/11/2015	Staff inspected property, Not in Compliance			
District 3		5729 Eunice Court	8/21/2015	Filed Order Imposing Fine and Notice of Lien			
			1/19/2017	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
8/31/2015	15-055	Wesley K. Messer	8/20/2015	Board heard case.	\$10,000.00		
	LEC150677	(Homestead)-Mowing Code	10/7/2015	Staff inspected property, Not in Compliance			
District 4		3229 Gallant Fox Trail	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
9/1/2015	15-060	Korbin & Phyliss Laiminger	8/20/2015	Board heard case.		\$109,250.00	
	LEC150580	(Non-Homestead)-Repeat Mowing Code	10/28/2015	Filed Order Imposing Fine and Notice of Lien			
District 2		3250 Lakeview Drive	8/31/2016	In Compliance. Fine unpaid			
			11/17/2016	The Board directed staff to refer to CAO to begin foreclosure actions.			
9/1/2015	15-062	Mellie Delores Clark	8/20/2015	Board heard case.			\$400,500.00
	LEC150675	(Non-Homestead)-Repeat Building Code	11/5/2015	Filed Order Imposing Fine and Notice of Lien			
District 4		6636 Tim Tam Trail	4/21/2016	The Board directed staff to refer to CAO to begin foreclosure actions.			
8/31/2015	15-065	C.J. and Patricia Ann Johnson	8/20/2015	Board heard case.		\$10,000.00	
	LEC150167	(Non-Homestead)-Junk Code	11/5/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		3624 Robin Road	2/28/2017	Staff inspected property, Not in Compliance			
8/31/2015	15-067	Patricia & William Jenkins	8/20/2015	Board heard case.		\$10,000.00	
	LEC150168	(Non-Homestead)-Junk Code	11/5/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		3653 Robin Road	2/2/2016	Staff inspected property, Not in Compliance			
			9/22/2017	Deed recorded transferring ownership			
8/31/2015	15-068	Patricia & William Jenkins	8/20/2015	Board heard case.		\$10,000.00	
	LEC150169	(Non-Homestead)-Mowing Code	11/5/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		3653 Robin Road	8/2/2016	Staff inspected property, Not in Compliance			
			9/22/2017	Deed recorded transferring ownership			
12/8/2015	15-070	Betty Sue Forbes	10/15/2015	Board heard case.	\$1,115.00		
	LEC150547	(Homestead)-Junk Code	12/1/2015	Staff inspected property, Not in Compliance			
District 1		4297 Slash Pine Lane	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
			1/5/2016	In Compliance. Fine unpaid			
10/28/2015	15-091	Patricia Jenkins-Ward & Jerry Ward	10/15/2015	Board heard case.			\$167,500.00
	LEC140642	(Non-Homestead)-Building Code	11/29/2015	Staff checked record, has not received req'd permit - Not in Compliance			
District 2		10056 Spring Sink Road	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
			1/19/2017	The Board directed staff to refer to CAO to begin foreclosure actions.			
			9/22/2017	Deed recorded transferring ownership			
10/28/2015	15-092	Robert C. Strong	11/15/2015	Board heard case.	\$6,750.00		
	LEC150960	(Homestead)-Repeat Junk Code	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		1795 Monday Court	11/20/2015	In Compliance. Fine unpaid			
12/8/2015	15-096	James and Elaine Williams	11/19/2015	Board heard case.		\$10,000.00	
	LEC150472	(Non-Homestead)-Junk Code	1/21/2016	Filed Order Imposing Fine and Notice of Lien			
District 1		1446 Craft Street	2/7/2017	Staff inspected property, Not in Compliance			
			2/16/2017	The Board directed staff to refer to CAO to begin foreclosure actions.			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
12/8/2015	15-099	Hortencia V. Martinez	11/19/2015	Board heard case.			\$10,000.00
	LEC150843	(Non- Homestead)-Mowing Code	1/21/2016	Filed Order Imposing Fine and Notice of Lien			
District 1		4717 Center Drive	6/28/2016	Staff inspected property, Not in Compliance			
			7/21/2016	The Board directed staff to refer to CAO to begin foreclosure actions.			
12/8/2015	15-100	James and Elaine Williams	11/19/2015	Board heard case.			\$157,500.00
	LEC150574	(Non-Homestead)-Building Code	1/21/2016	Filed Order Imposing Fine and Notice of Lien			
District 1		1446 Craft Street	2/7/2017	Staff inspected property, Not in Compliance			
			2/16/2017	The Board directed staff to refer to CAO to begin foreclosure actions.			
3/1/2016	16-016	Donald Rushing	2/18/2016	Board heard case.	\$10,000.00		
	LEC150951	(Homestead)-Junk Code	5/3/2016	Staff inspected property, Not in Compliance			
District 1		805 Brent Drive	6/6/2016	Filed Order Imposing Fine and Notice of Lien			
3/1/2016	16-023	West Haven Mortgage, LLC	2/18/2016	Board heard case.		\$10,000.00	
	LEC150855	(Non- Homestead)-Junk Code	8/4/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		West Haven Mobile Home Park	11/1/2017	Staff inspected property, Not in Compliance			
3/1/2016	16-026	John H. Vardakas and Nicole L. Vardakas	2/18/2016	Board heard case.	\$10,000.00		
	LEC150821	(Homestead)-Junk Code	3/31/2016	Staff inspected property, Not in Compliance			
District 5		2103 Plantation Forest Drive	5/4/2016	Staff inspected property, Not in Compliance			
			6/6/2016	Filed Order Imposing Fine and Notice of Lien			
3/31/2016	16-028	Talvia D. Still	3/17/2016	Board heard case.	\$10,000.00		
	LEC151155	(Homestead)-Junk Code	6/6/2016	Filed Order Imposing Fine and Notice of Lien			
District 1		8469 Titus Lane	11/17/2017	In Compliance. Fine unpaid			
4/28/2016	16-032	Horace Sheffield, Sr. & Gloria G. Sheffield	4/21/2016	Board heard case.		\$1,000.00	
	LEC160303	(Non- Homestead)-Repeat Junk Code	4/18/2016	In Compliance. Fine unpaid			
District 2		8565 Belk Drive W	6/6/2016	Filed Order Imposing Fine and Notice of Lien			
			8/17/2017	Board reduced fine from \$5,250 to \$1000 to be paid within 6 months or reverts to original fine amount			
3/31/2016	16-036	Arrowhead Consolidated Holdings, LLC	3/17/2016	Board heard case.		\$10,000.00	
	LEC151149	(Non-Homestead)-Mowing Code	6/6/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		7498 Southern Country Lane	4/12/2017	Staff inspected property, Not in Compliance			
4/28/2016	16-042	Horace B. Sheffield & Gloria G. Sheffield	4/21/2016	Board heard case.		\$1,000.00	
	LEC160225	(Non-Homestead)-Repeat Junk Code	5/9/2016	In Compliance. Fine unpaid			
District 2		8509 Lake Atkinson Drive	6/6/2016	Filed Order Imposing Fine and Notice of Lien			
			8/17/2017	Board reduced fine from \$17,000 to \$1000 to be paid within 6 months or reverts to original fine amount			
8/3/2016	16-068	Peter F. Phillips	7/21/2016	Board heard case.	\$10,000.00		
	LEC160173	(Homestead)-Junk Code	9/20/2016	Staff inspected property, Not in Compliance			
District 3		4118 Sonnet Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
6/3/2016	16-071	Vikas Kapoor	5/19/2016	Board heard case.		\$10,000.00	
	LEC160171	(Non- Homestead)-Junk Code	7/22/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		7519 Big Horn Street	10/11/2017	Staff inspected property, Not in Compliance			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
8/3/2016	16-075	Geraldine H. Waltermo	7/21/2016	Board heard case.		\$10,000.00	
	LEC160112	(Non-Homestead)-Mowing Code	9/20/2016	Staff inspected property, Not in Compliance			
District 3		5098 Meadowlark Lane	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
8/3/2016	16-076	Geraldine Waltermo	7/21/2016	Board heard case.		\$98,000.00	
	LEC160113	(Non-Homestead)-Building Code	10/19/2016	Staff checked record, has not received req'd permit - Not in Compliance			
District 3		5098 Meadowlark Lane	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
8/3/2016	16-077	Greg McKee	7/21/2016	Board heard case.		\$10,000.00	
	LEC160273	(Non-Homestead)-Junk Code	9/7/2016	Staff inspected property, Not in Compliance			
District 2		424 Ravensview Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
8/3/2016	16-080	Susan Kennedy	7/21/2016	Board heard case.	\$10,000.00		
	LEC160081	(Homestead)-Junk Code	9/22/2016	Staff inspected property, Not in Compliance			
District 5		2193 Pineland Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
8/3/2016	16-078	Jon Steven Goldstein	7/21/2016	Board heard case.		\$10,000.00	
	LEC160268	(Non-Homestead)-Junk Code	11/30/2016	Staff inspected property, Not in Compliance			
District 2		9213 Bartlett Lane	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
11/7/2016	16-112	Wendell Lee Henderson, Sr.	10/20/2016	Board heard case.		\$10,000.00	
	LEC160221	(Non-Homestead)-Junk Code	12/20/2016	Staff inspected property, Not in Compliance			
District 2		4778 Preston Johnson Rd	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
9/28/2016	16-118	Michael & Theresa Smith	9/15/2016	Board heard case.	\$10,000.00		
	LEC160313	(Homestead)-Junk Code	12/22/2016	Staff inspected property, Not in Compliance			
District 5		4890 Chaires Cross Rd	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
9/28/2016	16-119	Raymond & Makeith Brown	9/15/2016	Board heard case.		\$10,000.00	
	LEC160723	(Non-Homestead)-Junk Code	11/15/2016	Staff inspected property, Not in Compliance			
District 3		4224 Carnwath Road	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
11/7/2016	16-131	Kimberly Wade	10/20/2016	Board heard case.	\$10,000.00		
	LEC160581	(Homestead)-Junk Code	12/20/2016	Staff inspected property, Not in Compliance			
District 2		214 Beth Circle	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
11/7/2016	16-136	Johnston Noble	10/20/2016	Board heard case.		\$10,000.00	
	LEC151043	(Non-Homestead)-Junk Code	12/20/2016	Staff inspected property, Not in Compliance			
District 2		1319 Bayberry Drive	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
	16-148	Donald Green	11/17/2016	Board heard case.		\$3,985.00	
District 5	LEC150667	(Non-Homestead)-Mowing Code	10/4/2017	Staff inspected property, Not in Compliance			
		7869 Talley Ann Drive	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
12/8/2016	16-149	Vincent M. Smith	11/17/2016	Board heard case.		\$57,500.00	
	LEC160684	(Non-Homestead)-Building Code	2/13/2017	Staff inspected property, Not in Compliance			
District 2		2168 Hickory Lane	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
2/28/2017	17-013	William K. Cone	2/16/2017	Board heard case.		\$45,750.00	
	LEC160418	(Non-Homestead)-Building Code	4/1/2017	Staff inspected property, Not in Compliance			
District 2		9742 Snail Street	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
4/5/2017	17-017	Robert & OL Nute	3/16/2017	Board heard case.		\$5,210.00	
	LEC160618	(Non-Homestead)-Junk Code	5/10/2017	Staff inspected property, Not in Compliance			
District 5		2065 Foshalee Drive	11/3/2017	Filed Order Imposing Fine and Notice of Lien			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON- HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
4/5/2017	17-018	Robert & OL Nute	3/16/2017	Board heard case.		\$5,250.00	
	LEC161211	(Non-Homestead)-Building Code	10/10/2017	Staff inspected property, Not in Compliance			
District 5		2065 Foshalee Drive	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
4/5/2017	17-019	Glenn E. Guthrie	3/16/2017	Board heard case.	\$5,210.00		
	LEC161138	(Homestead)-Junk Code	5/9/2017	Staff inspected property, Not in Compliance			
District 1		4218 Crawfordville Rd	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
4/5/2017	17-020	Glenn E. Guthrie	3/16/2017	Board heard case.	\$5,210.00		
	LEC161137	(Homestead)-Mowing Code	5/9/2017	Staff inspected property, Not in Compliance			
District 1		4218 Crawfordville Rd	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
4/5/2017	17-021	Page Turo, Yovanis, Marilyn Harris Estate	3/16/2017	Board heard case.		\$5,210.00	
	LEC160701	(Non-Homestead) - Junk Code	5/31/2017	Staff inspected property, Not in Compliance			
District 2		9226 Bartlett Lane	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
4/5/2017	17-023	Page Turo, Yovanis & Marilyn Harris Estate	3/16/2017	Board heard case.		\$36,500.00	
	LEC160702	(Non-Homestead) - Building Code	5/31/2017	Staff inspected property, Not in Compliance			
District 2		9226 Bartlett Lane	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
5/18/2017	17-026	Vikas Kapoor	5/18/2017	Board heard case.		\$43,000.00	
	LEC170419	(Non-Homestead) - Repeat Junk Code	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		5608 Westview Lane					
5/9/2017	17-034	Matthew & Agnes Thompson	4/20/2017	Board heard case.		\$2,935.00	
	LEC161233	(Non-Homestead) - Junk Code	7/18/2017	Staff inspected property, Not in Compliance			
District 3		6534 N Meridian Rd	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
6/15/2017	17-035	Vikas Kapoor	5/18/2017	Board heard case.	\$47,750.00		
	LEC170321	(Homestead) - Repeat Junk Code	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		384 Inkwood Lane					
5/9/2017	17-036	Mark A. Kelly	4/20/2017	Board heard case.	\$3,985.00		
	LEC161241	(Non-Homestead) - Junk Code	10/10/2017	Staff inspected property, Not in Compliance			
District 1		3410 Springhill Rd	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
5/9/2017	17-041	Vikas Kapoor	4/20/2017	Board heard case.		\$33,750.00	
	LEC170295	(Non-Homestead)-Repeat Min Housing	5/20/2017	Staff inspected property, Not in Compliance			
District 1		8417 Sand Ridge Court	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
6/15/2017	17-043	Vernon & Winifred Bishop	5/18/2017	Board heard case.		\$2,795.00	
	LEC170047	(Non-Homestead) - Junk Code	7/18/2017	Staff inspected property, Not in Compliance			
District 1		6017 Button Willow Ln	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
6/15/2017	17-045	Vernon & Winifred Bishop	5/18/2017	Board heard case.		\$19,250.00	
	LEC170061	(Non-Homestead) - Building Code	7/16/2017	Staff inspected property, Not in Compliance			
District 1		6017 Button Willow Ln	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
6/15/2017	17-047	Wade Enterprises of Leon LLC	5/18/2017	Board heard case.		\$50,000.00	
	LEC170244	(Non-Homestead) - Repeat Junk Code	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
		301 Wilkinson Street					

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
6/15/2017	17-052	Dorthy Sadler Estate	5/18/2017	Board heard case.	\$2,795.00		
	LEC161012	(Non-Homestead) - Mowing Code	7/12/2017	Staff inspected property, Not in Compliance			
District 2		261 Pond Pine Street	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
6/15/2017	17-053	Dorthy Sadler Estate	5/18/2017	Board heard case.	\$2,795.00		
	LEC161013	(Non-Homestead) - Junk Code	7/12/2017	Staff inspected property, Not in Compliance			
District 2		261 Pond Pine Street	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
6/15/2017	17-054	Jerry W. Ward	5/18/2017	Board heard case.	\$25,000.00		
	LEC161118	(Homestead) - Minimum Housing	7/16/2017	Staff inspected property, Not in Compliance			
District 2		2366 (2370) Natural Bridge	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
6/15/2017	17-056	Ronald Pontones	5/18/2017	Board heard case.	\$25,000.00		
	LEC161266	(Homestead) - Building Code	6/23/2017	Staff inspected property, Not in Compliance			
District 2		9406 Barwick Drive	9/5/2017	Filed Order Imposing Fine and Notice of Lien			
8/28/2017	17-074	Jodie Smith	8/17/2017	Board heard case.	\$3,750.00		
	LEC170148	(Homestead) - Building Code	9/22/2017	Staff checked computer records. Permit has not been issued. Not in Compliance			
District 2		1027 Nature Trail Way	11/3/2017	Filed Order Imposing Fine and Notice of Lien			
					\$4,326,770.00	\$1,766,068.00	\$8,234,561.68
		GRAND TOTAL					\$14,327,399.68
		TOTAL NUMBER OF CEB CASES	131				
updated 9.30.17							

COMPARISON OF CODE ENFORCEMENT BOARD ACTIVITY

<u>ACTIVITY</u>	<u>12-13</u>	<u>13-14</u>	<u>14-15</u>	<u>15-16</u>	<u>16-17</u>
Breakdown of Cases Heard:					
EMA Code	0	1	0	0	1
Junk Code	27	47	36	67	53
Zoning	0	2	1	2	1
Building	12	8	3	5	5
Unsafe Building	18	7	7	11	15
Electrical Code	0	0	0	0	0
Minimum Housing	2	5	2	4	5
Mowing	11	20	16	22	16
Flithy Fluids	0	0	0	0	0
Total Cases Heard by CEB	70	90	65	111	96
Cases Dismissed	0	0	0	0	0
Cases Withdrawn	2	3	2	2	0
In Compliance	1	0	0	0	0
Staff Reconsideration	1	3	2	0	0
Change of Ownership	0	0	0	0	0
Deadline not Expired	9	17	11	16	6
Cases Found in Compliance by CEB deadline	35	42	28	57	47
Cases not Found in Compliance by CEB deadline	21	26	26	31	39
Board Assessed Fines	\$464,290	\$193,015	\$171,230	\$1,111,170	\$526,995
Staff Recommended-Reductions	\$0	\$199,115	\$61,765	\$23,375.00	\$21,332
Board Action-Reductions	\$897,515	\$499,945	\$615,050	\$608,689.65	\$751,840
Fines Collected*	\$18,020	\$4,540	\$13,680	\$22,696.88	\$17,634

* Fine Collection is not necessarily collected in the same fiscal year as assessed.

**CASES REFERRED TO CAO FOR FORECLOSURE ON NON-HOMESTEAD PROPERTIES
FY 2016-2017**

HEARING DATE:	CASE NO:	RESPONDENT NAME:	ADDRESS	FINE AMOUNT	DATE REFERRED TO CAO
2/20/2015	15-060 LEC150580	Korbin & Phyllis Laiminger	3250 Lakeview Drive Not in Compliance	\$109,250.00	11/17/2016
9/19/2013	13-076 LEC130271	Iskon of Tallahassee Inc	4595 Crawfordville Road Not in Compliance	\$239,250.00	1/19/2017
10/17/2013	13-087 LEC130368	Sabrina E. Truman	5195 Water Valley Drive Not In Compliance	\$46,510.00	1/19/2017
2/19/2015	15-019 LEC140535	D W Property Inc	2528 Shadowwood Drive Not in Compliance	\$10,000.00	1/19/2017
7/16/2015	15-051 LEC140740	William D. Watson	5729 Eunice Court Not in Compliance	\$195,750.00	1/19/2017
10/15/2015	15-091 LEC140642	Arlene McCloud & James Kelley, Jr	10056 Spring Sink Road Not in Compliance	\$167,500.00	1/19/2017
3/19/2015	15-026 LEC140513	Brianna C. Millsaps	6917 Tomy Lee Trail Not in Compliance	\$186,000.00	2/16/2017
4/16/2015	15-024 LEC140718	Katia White & Claribel Cantillo	114 Ponce de Leon Not in Compliance	\$10,000.00	2/16/2017
4/16/2015	15-027 LEC140719	Katia White & Claribel Cantillo	114 Ponce de Leon Not in Compliance	\$10,000.00	2/16/2017
11/19/2015	15-096 LEC150472	James & Elaine Williams	1446 Craft Street Not in Compliance	\$10,000.00	2/16/2017
11/19/2015	15-096 LEC150472	James & Elaine Williams	1446 Craft Street Not in Compliance	\$157,500.00	2/16/2017
11/19/2015	15-098 LEC150771	GTE Federal Credit Union	3978 Breezee Court Not in Compliance	\$10,000.00	2/16/2017
			Grand Total	\$1,151,760.00	

NOTE: Fine amount reflects the amount accrued at the end of FY 16/17.

**Leon County
Board of County Commissioners**

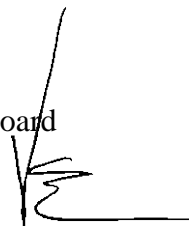
Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Contractors' Licensing and Examination Board 2016-2017 Annual Report

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Emma Smith, Director, Permit and Code Services Jessica Lowe, Sr. Compliance Specialist

Statement of Issue:

This agenda item presents the Leon County Contractors' Licensing and Examination Board 2016-2017 Annual Report in order to keep the Board apprised of the Leon County Contractors' Licensing and Examination Board's activities.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the Contractors' Licensing and Examination Board 2016-2017 Annual Report.

Report and Discussion

Background:

Each year staff prepares an agenda item to keep the Board apprised of the Leon County Contractors' Licensing and Examination Board (CLEB) activities through the presentation of an annual report. The 2016-2017 Annual Report has been reviewed by the CLEB members (Attachment #1). This item seeks Board acceptance of the Leon County Contractors' Licensing and Examination Board (CLEB) fiscal year 2016-2017 annual report.

The CLEB is empowered by Ordinance to enforce Chapter 5, Article IV of the Leon County Code of Laws, as well as Chapter 489 of the Florida Statutes, to regulate licensing and disciplinary actions. The CLEB's responsibilities include review and approval of applications for licensing and review of complaints filed against licensed contractors operating in Leon County.

There are seven CLEB members that volunteer their time, which averages approximately five hours per month (Attachment #2). The CLEB meets on the first Thursday of every month, and is supported by staff consisting of one full time person, the CLEB Administrator, and two backup support positions. At the CLEB hearings, the CLEB is represented by counsel from the County Attorney's Office.

Analysis:

Leon County currently maintains 1,136 active contractor files. This includes State Certified, Leon County Registered, and Specialty Contractors (Attachment #3).

Examination Analysis:

During Fiscal Year 2016-2017, three licensing applications were received, resulting in two applications being approved and one denied by the CLEB to take the examination.

Complaint Action:

The CLEB processes all complaints against contractors that fall within its statutory authority, regardless if the alleged violation occurs within the city limits or the unincorporated areas. During FY 2016-2017, no orders of the CLEB were overruled, either in civil courts or by the Florida Construction Industry Licensing Board (FCILB). Staff continues to work diligently in processing complaints in a timely and efficient manner.

The complaint process has been streamlined and the database updated; this allows easy accessibility, timely inspections, and follow-up. Utilizing the advanced automation resources approved by the Board of County Commissioners, County and City staff have implemented several modifications to the electronic database where licensing information is shared.

Three complaints were filed with the CLEB in FY 2016-2017. The complaints were brought into compliance and closed (Attachment #4). Complaints brought to the CLEB are processed faster than those processed by the FCLIB. Currently, it takes the State approximately 10 months to process a contractor complaint. Leon County averages 60 days to process and bring complaints

to resolution. With success and quality customer service, the licensing program continues to be a model program throughout the state.

Table #1 is a comparison chart of the licensing activity for the last five fiscal years.

Table #1: Comparison of Contractors Licensing Board Activity					
CONTRACTOR COMPLAINTS	FY12-13	FY13-14	FY14-15	FY15-16	FY16-17
Complaints Resolved Administratively (In Compliance, Non-Jurisdictional or No Probable Cause Found)	3	1	1	5	3
Pending Complaints	0	0	0	0	0
Total Complaints Received	3	1	1	5	3
Public Hearings requiring CLEB action:					
Total Complaints Scheduled before the CLEB	0	0	0	0	0
Public Hearings Carried Over from Previous Year	0	0	0	0	0

Table #2 shows the revenue for the last five fiscal years. The slight decrease in revenue reflects a decrease the number of registered contractors.

Table #2: REVENUE ANALYSIS					
	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17
Excavation Contractor's License Applications	\$0	\$4,267	\$0	\$2,438.48	\$1,561.25
Permit File Maintenance	\$3,274	\$2,381	\$818.51	\$1,711.43	\$2,083.48
License Renewal Fees	\$8,706	\$5,878	\$8,482.74	\$4,911.06	\$5,074.12
Total	\$11,980	\$12,526	\$9,301.25	\$9,060.97	\$8,718.85

Note: Fees are paid into the Building Enterprise Fund.

Options:

1. Accept the Contractors' Licensing and Examination Board 2016-2017 Annual Report.
2. Do not accept the Contractors' Licensing and Examination Board 2016-2017 Annual Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Contractors' Licensing & Examination Board Activity for FY 2016-2017
2. Board Members Attendance Log
3. Chart of Active Contractors
4. Complaints Received

Contractors Licensing Board Activity for FY 2016-2017

	FY16-17 Qtr 1	FY16-17 Qtr 2	FY16-17 Qtr 3	FY16-17 Qtr 4	FY16-17 Year End Figures
Licensing Complaints Received	0	3	0	0	3
Complaints Resolved Administratively	0	3	0	0	3
Public Hearings	0	0	0	0	0
Probable Cause Hearings	0	0	0	0	0
New Applications	0	1	2	0	3
Request for Reciprocity	1	0	0	0	1
Walk-Ins for Licenses	24	44	25	21	114
Permits Routed to verify license for Contractors and Sub-contractors	425	419	535	469	1848
Number of verified contractors and subcontractors licenses	687	754	1187	1056	3684
Telephone Calls Received	133	280	163	161	737
Insurance Certificates Entered	193	135	387	323	1038
Accela Inquiries	41	59	65	39	204
TOTAL ACTIVITY	1504	1698	2364	2069	7635

**LEON COUNTY CONTRACTORS LICENSING
AND EXAMINATION BOARD**

**ATTENDANCE REPORT FOR
FISCAL YEAR 2016-2017**

Board Member	Appointed by:	Term Expires	Percent of Attendance
William Muldrow	Commissioner Proctor	03/31/18	100%
Stephen Hodges	Commissioner Jackson	03/31/19	33%
Shaddick Haston	Commissioner Maddox	03/31/20	66%
Robert Bullard*	Commissioner Desloge	03/31/17	0%
John Salvo*	Commissioner Desloge	03/31/20	33%
Jackie Wilson	Commissioner Dozier	03/31/17	100%
April Hughes**	Commissioner Dozier	03/31/20	0%
Royce Van Jackson	Commissioner Dailey	03/31/18	100%
Scott Flowers	Commissioner Lindley	03/31/18	66%

There were three (3) meetings for the Fiscal Year 2016-2017

*John Salvo filled Robert Bullard's expired term

**Recently appointed to fill Jackie Wilson's expired term

**Fiscal Year 2016-2017
ACTIVE CONTRACTORS**

	State Certified	Registered	Total
General	342	6	348
Building	372	8	380
Residential	88	0	88
Roofing	194	5	199
Pool	26	0	26
Underground Utility	10	0	10
Certified Solar	11	0	11
Aluminum Structures	11	0	11
		Subtotal:	1073

Local Specialty Contractors		
Excavation	51	51
Aluminum Structure	2	2
Vinyl Siding	3	3
Carpentry	0	0
Garage Door	7	7
	Total Contractors:	1136

**Leon County Contractors' Licensing and Examination Board
Fiscal Year 2016-2017**

COMPLAINTS RECEIVED

Case No.	Complainant Contractor	Status	City or County
17-001	Harrison Stewart Keith Armondi	In Compliance - Closed	County
17-002	Service Mitchell Morris	Invalid - Closed	County
17-003	Chanher William Manning	Invalid - Closed	County

**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Tallahassee-Leon County Board of Adjustment and Appeals 2017 Annual Report

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division Nancy Garcia, Senior Planner, Development Services Division

Statement of Issue:

This agenda item seeks the Board's acceptance of the Tallahassee-Leon County Board of Adjustment and Appeals (BOAA) 2017 Annual Report as required by the BOAA Bylaws.

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the Tallahassee-Leon County Board of Adjustment and Appeals 2017 Annual Report (Attachment #1).

Report and Discussion

Background:

Subdivision 3, Article II, of the Land Development Code of Leon County (Chapter 10, Code of Laws) establishes the Board of Adjustment and Appeals (BOAA), defines its powers and duties, and sets out applicable regulations and due process provisions while the details of the BOAA's operations are outlined in the BOAA Bylaws. The BOAA Bylaws task staff with the responsibility to ensure the flow of information to the Board of County Commissioners and each year the BOAA submits their annual report for review.

The BOAA is composed of seven members and two alternate members. The Leon County Board of County Commissioners appoints three of the members, the Tallahassee City Commission appoints three members, and one BOAA member is appointed on a rotating basis by the City Commission and Board of County Commissioners. To comply with the BOAA meeting quorum requirements, the BOAA also has two alternate members: one appointed by the City of Tallahassee, and one appointed by Leon County. The alternate members may attend the meetings when necessary to make up the required BOAA quorum of four members.

Analysis:

During the 2017 calendar year, the BOAA received three (3) applications pertaining to land located in unincorporated Leon County (Attachment #1). Of the three (3) applications, two (2) requested variances pertaining to relaxation of residential setback requirements and one (1) requested an extension of a Previously Existing Land Use Conformity (PELUC) Certificate that was set to expire in September 2017. The BOAA approved all three (3) applications.

Options:

1. Accept the Tallahassee-Leon County Board of Adjustment and Appeals 2017 Annual Report.
2. Do not accept the Tallahassee-Leon County Board of Adjustment and Appeals 2017 Annual Report.
3. Board Direction.

Recommendation:

Option #1.

Attachment:

1. Tallahassee-Leon County Board of Adjustment and Appeals 2017 Annual Report



TALLAHASSEE ~ LEON COUNTY BOARD OF ADJUSTMENT AND APPEALS (BOAA)



2017 ANNUAL REPORT

*Leon County Department of Development Support and
Environmental Management*
Renaissance Center, 2nd Floor
435 North Macomb Street
Tallahassee, Florida 32301-1019
Phone (850) 606-1300
<http://www.leoncountyfl.gov>

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)
2017 Annual Report

Date: February 9, 2017
Case No: BOAA 17-001
Applicant/Agent: William Strickland (NRG Industries)
Property Owner: William and Janet Dobbins
Parcel Identification #(s): 11-10-04 A-028-0 (Lot 28, Block A, Centerville Trace Subdivision)

Request: William Strickland (NRG Industries), the agent for a parcel located off of Vicksburg Court, Tallahassee, FL 32308, requested a variance to section 10-6.617 of the Land Development Code (LDC) to relax the required rear yard setback from 25 feet to 13 feet. The variance would allow construction of an approximate 14 feet by 12 feet sun room addition 13 feet from the rear property line.

Case Comments: The subject property is located within the Residential Preservation (RP, Section 10-6.617 of the LDC) zoning district and is designated RP on the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan. The property is located inside the Urban Service Area and is Lot 28, Block "A" of the Centerville Trace Subdivision.

The existing single-family home currently sits at the required setback from all property lines, leaving no additional yard area for further additions. Due to the irregular shape of this particular lot (triangular shape), lot dimensions and required setbacks, the property owners would have no other option for the construction of an addition to the single family home without encroaching into the setback requirement standards established within the subdivision.

A timely application was made to the BOAA.

Decision: Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed twenty-eight (28) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one mile radius of the subject property. No responses (phone call or written comments) were received in regards to the variance request. There were no witnesses who appeared during the hearing in opposition to the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request with conditions was passed five (5) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)
2017 Annual Report

Date: February 9, 2017
Case No: BOAA17-002
Applicant/Property Owner: William (Bill) and Christina (Christy) Preston
Parcel Identification #(s): 14-05-20-604-000-0

Request: Bill and Christy Preston, property owners of a parcel located off of Carr Lane in Tallahassee, FL, 32312, requested a variance to Section 10-6.613 of the LDC to relax the required rear yard setback from 50 feet to 40 feet and the side yard setback from 20 feet to 10 feet. The variance would allow construction of an approximate 800 square foot detached accessory dwelling unit 40 feet from the rear property line and 10 feet from the side property line

Case Comments: The subject property is located within the Urban Fringe (UF, Section 10-6.613 of the LDC) and is outside of the Urban Service Area (USA).

All dwelling units accessory to a single-family residential unit shall meet the applicable zoning district setbacks. According to the Leon County Environmental Services Division, the property is encumbered by stormwater conveyance features which limit the location of structures on the site due to the grading and stormwater drainage. If the variance is not granted, the property owners would have no other option for the construction of the detached accessory dwelling unit without a significant amount of land disturbance and grading that would require re-directing existing surface water drainage.

A timely application was made to the BOAA.

Decision: Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed twenty-five (25) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one mile radius of the subject property. One response (phone call) was received in regards to the variance request. There were no witnesses who appeared during the hearing in opposition to the variance request.

Staff recommended approval of the variance request with the conditions included as part of the final order.

The motion to grant approval for the variance request with conditions was passed five (5) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)
2017 Annual Report

Date: August 10, 2017
Case No: BOAA17-003
Applicant/Property Owner: Rivers Road Express #15 LLC (Charlie E. Roberts)
Parcel Identification #(s): 41-35-20-216-000-0

Request: Charlie E. Roberts, property owner of a parcel located off of Crawfordville Road in Tallahassee, FL, 32305, requested an extension of a previously issued PELUC Final Order by the BOAA on September 10, 2015 (Case No. 15-002); The PELUC Final Order is set to expire in September 2017. The extension, if approved, would allow for an additional two (2) years for the applicant to obtain required permits and complete the conditions outlined in the previously issued Final Order.

Case Comments: The previously issued PELUC Final Order provided certification of the former 2,580 square foot gas station/convenience store and 780 square feet (gas pump canopy) as a conforming use on the property under Sections 10-2.351 and 10-6.404 of the Leon County Land Development Code. There is no binding plan for a change in use for this property.

The site has continuously been under an actively monitored clean-up program following the issuance of Final Order 15-002. However, the applicant has been unable to move forward in obtaining all additional permitting due to petroleum contamination levels being too high. According to the applicant's Environmental Consultant, petroleum contamination levels are now at a level which would allow for the applicant to move forward to obtain permitting to complete this project. Mitigate measures to reduce the likelihood of impact on nearby residential properties are required as part of Final Order 15-002 and shall be included as part of the newly executed Final Order.

A timely application was made to the BOAA.

Decision: Proper notice was given to the general public and to owners of property within five hundred (500) feet of the subject property. Staff mailed fourteen (14) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one mile radius of the subject property. One response (phone call) was received in regards to the PELUC request. There were no witnesses who appeared during the hearing in opposition to the variance request.

Staff recommended approval of the PELUC request with the conditions included as part of the final order (OR BK 5118, BK 878).

The motion to grant approval for the PELUC extension request was passed five (5) in favor to zero (0) opposed.

**Leon County
Board of County Commissioners**

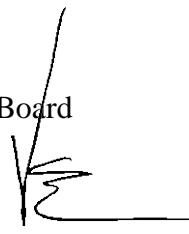
Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: FY 2018 Springs Restoration Grants for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Charles Wu, P. E., Director of Engineering Services
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator

Statement of Issue:

This agenda item seeks the Board's acceptance of two Florida Department of Environmental Protection Springs Restoration Grants totaling \$4.5 million for sewer system projects in the Northeast Lake Munson and Belair/Annawood neighborhoods located in the primary springs protection zone.

During the development of the grant agreements and discussion of future projects, priorities, and a shared desire to improve water quality in our region, the Florida Department of Environmental Protection (FDEP) proposed an ongoing financial partnership whereby the state would prioritize and match local funds for future Leon County projects. As a result, staff developed a tentative seven-year improvement plan that continues to implement the County's commitment for water quality and springs protection projects in Leon County as presented herein to the Board for the first time. Described in greater detail in the analysis section, the "Tentative Leon County Water Quality and Springs Protection Improvement Plan" is estimated to result in the leveraging of an additional \$20.4 million in state matching grants through FY2024.

Fiscal Impact:

The fiscal impact of this item is associated with two grants as well as future state and local matching funds for water quality projects in Leon County. For the two grants, a total of \$4.5 million in grant funds requires a \$4.5 million local match which the Board previously identified at its budget workshop on April 26, 2016. For cash flow purposes, the local match will initially be cashed advanced by the County through the capital reserves and repaid by the County's share of the \$42.5 million Blueprint 2020 Water Quality and Stormwater Improvement allocation. The local match for the future water quality grants is also anticipated to be made through the County's share of the Blueprint 2020 funds and would be allocated as part of future annual budget processes.

Title: FY 2018 Springs Restoration Grants for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan

February 13, 2018

Page 2

Staff Recommendations:

- Option #1: Accept the grants totaling \$4.5 million from the Springs Restoration Grant Program for the Northeast Lake Munson and Belair/Annawood Sewer System Projects, and authorize the County Administrator to execute the grant agreements, in a form to be approved by the County Attorney (Attachments #1 and #2).
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #3).
- Option #3: Approve the inclusion of the Tentative Leon County Water Quality and Springs Protection Improvement Plan in the Northeast Lake Munson and Belair/Annawood Sewer System Grant Agreements (Attachment #4).

Report and Discussion

Background:

At the April 26, 2016 budget workshop, the Board authorized staff to seek funding for septic to sewer projects in the Northeast Lake Munson and the Belair/Annawood areas. These two projects are located within the Lake Munson/Four Points Unsewered Target Area identified in the 2025 City of Tallahassee Master Sewer Plan. The Northeast Lake Munson project will address 263 properties and the Belair/Annawood project will address 113 properties.

At the June 20, 2017 Budget Workshop (Attachment #5), the Board authorized staff to finalize the Springs Restoration Grant applications for the Northeast Lake Munson Sewer System Project (\$2.75 million grant) and the Belair/Annawood Sewer System Project (\$1.75 million grant).

Leon County has been awarded \$4.5 million from the Springs Restoration Grant Program for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and this agenda item seeks the Board's acceptance of the state grants and approval of the \$4.5 million local match. In addition, this item presents a tentative seven-year improvement plan that advances the County's commitment and implementation of water quality and springs protection projects, including the construction of sewer system in Woodville, by leveraging \$20.4 million in state matching grants through FY2024.

These projects are essential to the following FY2017-FY2021 Strategic Initiatives and Bold Goal that the Board approved at the January 24, 2017 meeting:

- Reduce nitrogen impacts in the PSPZ (Primary Springs Protection Zone) by identifying cost-effective and financially feasible ways including:
 - Develop a septic tank replacement program (2016-23A)
 - Evaluate requiring advanced wastewater treatment (AWT) for new construction (2016-23B)
- Bold Goal: Upgrade or eliminate 500 septic tanks in the PSPZ (BG2)

These particular Strategic Initiatives align with the Board's Environment Strategic Priorities:

- (EN1) Protect the quality and supply of our water
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.

Analysis:

The water quality and biological health of Wakulla Springs and the Upper Wakulla River have declined over the past several decades. As research into the reasons for the decline was ongoing, Leon County adopted the Primary Springs Protection Zone (PSPZ). This covers a substantial portion of southern Leon County where soils are more permeable and more likely for pollutants on or near the land surface to find their way into the aquifer.

Title: FY 2018 Springs Restoration Grants for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan

February 13, 2018

Page 4

Research by the Northwest Florida Water Management District (NFWFMD), FDEP, and the U.S. Geological Survey (USGS) determined that increased nitrate loadings in the groundwater discharged at Wakulla Springs are the primary cause for the decline. The FDEP adopted a Total Maximum Daily Load (TMDL) of 0.35 mg/L nitrates in the Upper Wakulla River in 2012 to restore a healthy biological community to the river. Following adoption of the TMDL, the FDEP started development of a Basin Management Action Plan (BMAP) to identify the necessary steps to achieve the healthy biological system. The primary focus in the BMAP, adopted in October 2015, is to reduce nitrate loadings from sources “uphill” from Wakulla Springs, particularly wastewater treatment plants and Onsite Sewage Treatment and Disposal Systems (OSTDS) in the PSPZ. A BMAP Update and an OSTDS Remediation Plan are required to be adopted by FDEP by July 2018. Both documents are in development at this time.

Northeast Lake Munson and Belair/Annawood Septic to Sewer Grants

The County continues to aggressively pursue partnerships with FDEP and the NFWFMD to reduce local costs by leveraging state grant dollars in our nitrogen reduction efforts for Wakulla Springs. The Northeast Lake Munson and the Belair/Annawood areas are located within the Lake Munson/Four Points Unsewered Target Area identified in the 2025 City of Tallahassee Master Sewer Plan. Leon County was awarded \$4.5 million in state matching funds for these septic to sewer projects which will address a combined 376 septic tanks. This grant award and investment will assist the County by realizing 75% of its Bold Goal to upgrade or eliminate 500 septic tanks in the primary springs protection zone by 2021.

The FDEP and NFWFMD identified two key criteria in the County’s successful application for the highly competitive Springs Restoration Grant funds: first, the project benefit within the Wakulla Springs Primary Focus Area (PFA) and second, the ability to complete the construction within a two-year contract period. A local match of \$4.5 million is required to secure the two state grants which the Board previously identified at its budget workshop on April 26, 2016. For cash flow purposes, the local match will initially be provided by the County through the capital reserves and replenished by the County’s share of the \$42.5 million Blueprint 2020 Water Quality and Stormwater Improvement allocation.

During the crafting of the two grant agreements, FDEP proposed an ongoing financial partnership whereby the State would prioritize and match local funds for future Leon County projects. As a result, staff developed a tentative seven-year capital improvement plan for water quality and springs protection projects in Leon County as presented herein to the Board for the first time and described in greater detail in the next section of the analysis.

Tentative Leon County Water Quality and Springs Protection Improvement Plan

Based on the shared desire to enhance water quality in our region through nitrogen reduction projects, FDEP has included in both grant agreements the seven-year Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan (Attachment #4). This first of its kind agreement between the state and a county is the result of Leon County’s strong commitment to reducing nitrogen levels in the primary springs protection zone and FDEP’s willingness to provide approximately \$20.4 million through FY 2024 for wastewater projects in

Title: FY 2018 Springs Restoration Grants for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan

February 13, 2018

Page 5

Leon County. This is in addition to the \$4.5 million for the Northeast Lake Munson and Belair/Annawood Sewer System Projects. The County's match requirements will be subject to the availability of funds based on the Board's approval of the annual budget. Likewise, future state matching funds would be contingent upon the Legislature's annual funding of the Springs Restoration Program. In turn, Leon County will receive priority consideration by FDEP as funds become available and the projects would not have to be submitted each year through the Water Management District/FDEP Springs competitive grant evaluation process.

This unique multi-year springs improvement plan runs through FY 2024, requires up to a 50% local match for a project, and may be amended to satisfy future project needs. The County will be responsible to notify FDEP by March 1st of each year of its project schedule and available funds in order to receive priority consideration by FDEP for available funds. It should be noted that FDEP approved the inclusion of Septic System Upgrades for this improvement plan. This is beneficial to the County as we initiate the Comprehensive Wastewater Treatment Facilities Plan (CWTFP) and will be able to utilize a portion of the state matching funds for various types of infrastructure improvements.

Given the Board's focus and long standing efforts to install a central sewer in the Woodville Community over the past ten years and the FDEP's recent grant award of \$1.5 million for design (Phase I), the majority of funds identified in this plan are allocated for the Woodville Sewer System Project over the next seven years. Below is the anticipated total investment of state and local funds contemplated in the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan:

- Woodville Sewer System Project (Phases II – VII): \$33.8 million – This project is divided into six specific areas within the Woodville community for construction of the sewer system, septic tank abandonment and property owner connection fees. A total of approximately 1,400 septic tanks could be removed through the completion of all the phases. (Note: The currently funded Phase I of this project includes an existing \$3.0 million of design and engineering for the sewer system and is funded 50/50 by the State and County. The engineering services award is anticipated to be agendaed for Board consideration in June.
- Septic System Upgrades: \$2 million – this project contemplates staff and FDEP developing a program to assist homeowners that are replacing failing or repairing on-site septic tanks with higher performing nitrate reducing systems. This project is estimated to replace approximately 200 septic tanks.
- Comprehensive Wastewater Treatment Facilities: \$5 million – this project provides initial funding to implement alternative wastewater projects that may be identified in the “Comprehensive Wastewater Treatment Facilities Plan” study. At the January 23, 2018 meeting, the Board authorized the issuance of the request for proposals to hire a consultant to develop the facilities plan. Until the study is complete, a total number of septic tanks to be replaced/eliminated is difficult to determine. However, utilizing a

similar cost analysis as the “Septic System Upgrades” project, this project could eliminate approximately 500 septic tanks.

The initial Septic System Upgrades projects shown for 2018 and 2019 are envisioned to assist property owners with failing systems in the PFA to upgrade to advanced treatment systems. After that period, the improvement program can be modified using the results of the Comprehensive Wastewater Treatment Facilities Plan to guide the technology selection and the location of the assistance to be provided. As previously mentioned, the out-year projects can be modified by the County in future years. Since the County’s share of the \$42.5 million Blueprint 2020 Water Quality and Stormwater Improvement allocation may not be immediately available to satisfy the local match requirements as needed, staff will provide the Board with funding options as part of future annual budget processes to provide cash flow for the required local match until the Blueprint funds become available. Funding options may include utilization of existing County fund balances, pursuing State Low Interest Infrastructure Loans or using short term commercial borrowing.

A total of \$26.4 million of County’s share of the \$42.5 million Blueprint 2020 Water Quality and Stormwater Improvement sales tax project will be committed taking into consideration existing grant awards and the proposed “Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan.” Staff will continue to seek additional grant opportunities to leverage the County’s funding for future water quality projects.

Due to the substantial scale of the proposed plan and the opportunity to draw down an additional \$20.4 million in state matching funds through FY 2024, an additional Leon County FTE for an engineer will be requested in a future budget cycle as a general revenue supported position to assist in the management and implementation of these projects.

Conclusion

By accepting the two grants for the Northeast Lake Munson and Belair/Annawood Sewer System projects and authorizing the County Administrator to execute the agreements (Options 1 - 2), the County would demonstrate its ongoing commitment in leveraging state funds for wastewater projects. The local match for these two state grants totaling \$4.5 million will be provided from existing capital reserve funds and paid back from the County’s share of the Blueprint 2020 Water Quality and Stormwater Improvement project.

In addition to the \$4.5 million grant, the inclusion of the long term funding schedule, is the first of its kind agreement between the State and a county and is the result of Leon County’s strong commitment to reducing nitrogen levels in the primary springs protection zone and FDEP’s willingness to provide approximately \$20.4 million through FY 2024 for wastewater projects. Taking into consideration existing grant awards, this would commit a total of \$26.4 million of County’s \$42.5 million share of the Blueprint 2020 Water Quality and Stormwater Improvement sales tax project, leaving an estimated \$16.1 million for County water quality projects through FY2040.

Title: FY 2018 Springs Restoration Grants for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan

February 13, 2018

Page 7

Staff is seeking the Board's approval to include the Tentative Leon County Water Quality and Springs Protection Improvement Plan in the Northeast Lake Munson and Belair/Annawood Sewer System Grant Agreements so that the County receives priority consideration for its next funding request of FDEP (Option #3). Under the multi-year Tentative Leon County Water Quality and Springs Protection Improvement Plan, the County's match requirements will be subject to the availability of funds based on the Board's approval of the annual budget. Likewise, future state matching funds would be contingent upon the Legislature's annual funding of the Springs Restoration Program. In turn, Leon County will receive priority consideration by FDEP as funds become available and the projects would not have to be submitted each year through the Water Management District/FDEP Springs competitive grant evaluation process.

As noted throughout this agenda item, this is the Board's first opportunity to review and consider the Tentative Leon County Water Quality and Springs Protection Improvement Plan. Although the agreements provide the County the flexibility to modify the out-year projects, the Board may require additional time to consider the implications of this unique financial partnership with FDEP. Should the Board wish to separate these decisions by excluding the long-term improvement plan from the Northeast Lake Munson and Belair/Annawood Sewer System grant agreements, staff recommends the Board proceed with the acceptance of the two grants totaling \$4.5 million and provide guidance to prepare a standalone analysis on this issue for the budget workshop in April 2018 (Options 1, 2, & 4). However, the County would not receive preferred consideration for the next FDEP grant opportunity without the long-term commitment described in the improvement plan.

As discussed throughout this item, Leon County continues to aggressively pursue partnerships with FDEP and the NFWMD which allows Leon County to reduce local costs by leveraging state grant dollars in our nitrogen reduction efforts for Wakulla Springs. While several of these initial grant funded projects are for the conversion of septic to sewer, the County also realizes that sewer may not be the appropriate solution throughout the PSPZ. Through the CWTF Plan, additional facility options will be identified to help inform future capital project investments the County may wish to make. Additionally, the existing NFWMD Pilot Project goal is to identify passive technology as a low-cost alternative to central sewer which can be implemented throughout the vulnerable areas of the community to achieve the targeted reductions. Leveraging state funds to protect a state resource provides Leon County the greatest opportunity to achieve our goals of serving our residents while restoring the Springs to their former health and beauty.

Title: FY 2018 Springs Restoration Grants for the Northeast Lake Munson and Belair/Annawood Sewer System Projects and the Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan

February 13, 2018

Page 8

Options:

1. Accept the grants totaling \$4.5 million from the Springs Restoration Grant Program for the Northeast Lake Munson and Belair/Annawood Sewer System Projects, and authorize the County Administrator to execute the grant agreements, in a form to be approved by the County Attorney (Attachments #1 and #2).
2. Approve the Resolution and associated Budget Amendment Request (Attachment #3).
3. Approve the inclusion of the Tentative Leon County Water Quality and Springs Protection Improvement Plan in the Northeast Lake Munson and Belair/Annawood Sewer System Grant Agreements (Attachment #4).
4. Direct staff to develop a budget discussion item for consideration of the “Tentative Leon County Water Quality and Springs Protection Improvement Plan.” (Attachment #4).
5. Do not accept the grants totaling \$4.5 million from the Springs Restoration Grant Program for the Northeast Lake Munson and Belair/Annawood Sewer System Projects.
6. Board direction.

Recommendations:

Options #1, #2 & # 3.

Attachments:

1. FDEP and Leon County Grant Agreement – Northeast Lake Munson Sewer System Project
2. FDEP and Leon County Grant Agreement – Belair/Annawood Sewer System Project
3. Resolution and associated Budget Amendment Request
4. Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan (included in both the Northeast Lake Munson and Belair/Annawood Grant Agreements)
5. June 20, 2017 Budget Discussion Item on springs restoration grants

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Northeast Lake Munson Sewer System Project	Agreement Number LP0110E
---	------------------------------------

2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name: Leon County	Entity Type: County
Grantee Address: 301 South Monroe Street, Tallahassee, Florida 32301	FEID: 59-6000708
	(Grantee)

3. Agreement Begin Date: July 1, 2017	Date of Expiration: December 31, 2021
---	---

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Latitude 30.376062 North / Longitude 84.2996 West
Project Description: The grantee will design and construct a new collection system with lift station and force main.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,750,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY17-18 GAA Line Item# 1606	\$2,750,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		

6. Department's Grant Manager Name: Cheryl Minskey or successor Address: FL Dept. of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399-0000 Phone: (850) 245-2985 Email: Cheryl.Minskey@dep.state.fl.us	Grantee's Grant Manager Name: Theresa B. Heiker, P.E. or successor Address: Stormwater Management Coordinator 2280 Miccosukee Road Tallahassee, Florida 32308 Phone: (850) 606-1526 Email: HeikerT@LeonCountyFL.gov
--	--

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)
<input type="checkbox"/> Exhibit C: DEP Property Reporting Form
<input checked="" type="checkbox"/> Exhibit D: Payment Request Summary Form
<input type="checkbox"/> Exhibit E: Quality Assurance Requirements
<input type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9.

Leon County

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Vincent S. Long, County Administrator

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Trina L. Vielhauer, Division Director

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Cheryl Minskey, DEP Grant Manager

Mary-Elizabeth Parker, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
 - i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - ii. Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. **Taxes.** The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. **Interim Payments.** Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. **Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
 - f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by the Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
 - i. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - ii. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
 - iii. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
 - iv. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.
- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as

described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

14. Notice of Default.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.

- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by the Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
 - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, 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 or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of the Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

37. Prohibited Local Government Construction Preferences.

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

38. Prohibited Governmental Actions for Public Works Projects.

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
SPECIAL TERMS AND CONDITIONS
AGREEMENT No. LP0110E**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Northeast Lake Munson Sewer System Project. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

2. Duration.

a. Reimbursement Period.

The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the agreement.

b. Extensions. There are extensions available for this Project.

c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.

b. Invoicing. Invoicing will occur as indicated in Attachment 3.

c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Costs Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

5. Match Requirements.

There is no match required on the part of the Grantee under this Agreement.

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

Attachment 2, Agreement No. LP0110E

1 of 2

8. Miscellaneous Contract Terms.

a. Retainage.

No retainage is required under this Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. State-owned land.

The work will not be performed on State-owned land.

d. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

9. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Northeast Lake Munson Sewer System Project

PROJECT LOCATION: The Project will be located in the Yon's Lakeside Estates and Idlewild neighborhoods, just south of Capital Circle SW and west of Crawfordville Road (State Road 319), which is located within Leon County, Florida. Project coordinates are latitude 30.376062 N, and longitude 84.2996 W. See Figure 1 for a location map.

PROJECT BACKGROUND: This project will make service connections available for approximately 263 single family residences and commercial properties in Leon County (Grantee), adjacent to Lake Munson, currently on septic tanks. This project will result in a significant reduction in nutrient load leaching into the Floridan aquifer in the Wakulla Springs contribution area. Need for this project has been identified in the Florida Department of Environmental Protection's 2015 Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP), the 2035 City of Tallahassee Master Sewer Plan, and the Onsite Sewage Treatment and Disposal and Management Options Final Report. Wakulla Springs is an important recreational destination which receives approximately 200,000 visitors annually.

PROJECT DESCRIPTION: The full project will make central sanitary connections available for approximately 263 single family residences and commercial properties in South Leon County adjacent to Lake Munson, the extents of which are shown in Figure 1. The collection system, ranging in size from 8-inch to 12-inch diameter lines with a lift station, will be designed for gravity sewer in accordance with City of Tallahassee standards, which will own and operate the system after construction and acceptance. The transmission system (primary lift station and force main) will connect to the City collection system at Capital Circle Southwest or Crawfordville Road. Eliminating the onsite systems will result in a significant reduction in nutrient load leaching into Floridan aquifer in the Wakulla Springs contribution area.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$2,750,000 from Leon County. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

This project grant is part of a multi-year springs improvement plan, which may be amended, and requires a local match of up to 50% of the project costs for long-term water quality and springs restoration capital projects. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in Attachment 3, Figure 2, "Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan." Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this agreement to provide project funding to the Grantee for the next phase of the Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan. Under this agreement, Leon County projects identified in Figure 2 will have priority consideration as funds become available and these projects do not have to be submitted each year through the Water Management District/Department springs evaluation process.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Task Description: The Grantee will procure professional consulting and engineering services in accordance with state law. The Grantee will complete the design of the proposed lift station, force and

gravity mains, sewer connections and and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverables: Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating percentage of design completion representing time period covered in the payment request. 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

Performance Standard: The Department’s Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

Task 2: Construction

Task Description: The Grantee will construct the lift station and force and gravity mains in accordance with the construction contract documents. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law. The Grantee will connect approximately 263 single family residences and commercial properties in accordance with the construction contract documents to the existing sanitary sewer system for wastewater treatment by the City of Tallahassee’s Tom P. Smith facility.

Deliverables: Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of on-going work representing the time period covered in the payment request; 2) signed acceptance and brief description of the completed work to date by the Grantee; 3) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents (as applicable).

Performance Standard: The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

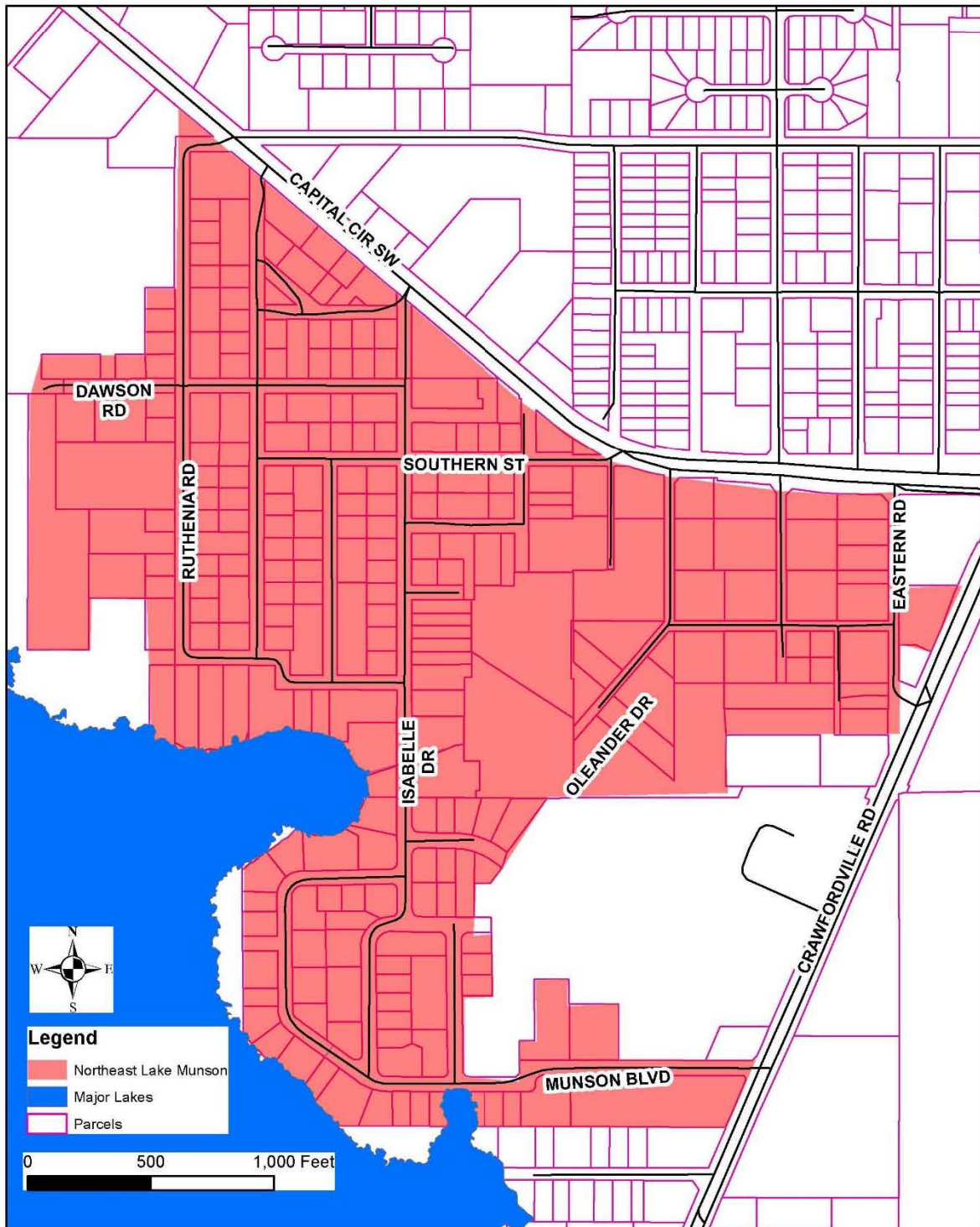
Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$375,000	05/15/2018	12/31/2019
2	Construction	Contractual Services	\$2,375,000	10/01/2019	06/30/2021
Total:			\$2,750,000		

Figure 1

Northeast Lake Munson Septic to Sewer Project



Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan

Project Name	Project Number	Total Project Cost	Funding	COST BY YEAR												
				Pre-2017	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
Leon County Septic to Sewer Project, FY 14-15	LP37110	\$75,000	STATE	\$75,000												
			MATCH													
Lake Munson Target Area WW Improvements, Springs FY 14-15	SC807	\$1,000,000	STATE	\$500,000												
			MATCH	\$500,000												
Woodside Heights Sewer Connection, Springs FY 15-16	SC807	\$4,600,000	STATE	\$1,950,000	\$350,000											
			MATCH	\$1,950,000	\$350,000											
Advanced Septic Systems Pilot Project, Springs FY 16-17	LP01102	\$750,000	STATE	\$750,000												
			MATCH													
Woodville Sewer System Project Phase I, Springs FY 16-17	LP01104	\$3,000,000	STATE	\$1,500,000												
			MATCH	\$1,500,000												
Northeast Lake Munson Sewer System Project, Springs FY 17-18	LP01110	\$5,500,000	STATE		\$2,750,000											
			MATCH		\$2,750,000											
Belair/Annawood Sewer System Project, Springs FY 17-18	LP01108	\$3,500,000	STATE		\$1,750,000											
			MATCH		\$1,750,000											
Septic System Upgrades, Springs FY 18-19		\$1,000,000	STATE			\$500,000										
			MATCH			\$500,000										
Woodville Sewer System Project Phase II, Springs FY 19-20		\$2,000,000	STATE				\$1,000,000									
			MATCH				\$1,000,000									
Septic System Upgrades, Springs FY 19-20		\$1,000,000	STATE				\$500,000									
			MATCH				\$500,000									
Woodville Sewer System Project Phase III, Springs FY 20-21		\$6,300,000	STATE					\$3,150,000								
			MATCH					\$3,150,000								
Comprehensive Wastewater Treatment Facilities, FY 20-21		\$1,000,000	STATE					\$500,000								
			MATCH					\$500,000								
Woodville Sewer System Project Phase IV, Springs FY 21-22		\$5,900,000	STATE						\$2,950,000							
			MATCH						\$2,950,000							
Comprehensive Wastewater Treatment Facilities, FY 21-22		\$1,000,000	STATE						\$500,000							
			MATCH						\$500,000							
Woodville Sewer System Project Phase V, Springs FY 22-23		\$7,600,000	STATE							\$3,800,000						
			MATCH							\$3,800,000						
Comprehensive Wastewater Treatment Facilities, FY 22-23		\$1,000,000	STATE							\$500,000						
			MATCH							\$500,000						
Woodville Sewer System Project Phase VI, Springs FY 18-19		\$7,100,000	STATE								\$3,550,000					
			MATCH								\$3,550,000					
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE								\$500,000					
			MATCH								\$500,000					
Woodville Sewer System Project Phase VII, Springs FY 23-24		\$4,900,000	STATE									\$2,450,000				
			MATCH									\$2,450,000				
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE									\$500,000				
			MATCH									\$500,000				
Septic Systems Upgrade/Removal TOTALS		\$59,225,000	STATE	\$4,775,000	\$4,850,000	\$500,000	\$1,500,000	\$3,650,000	\$3,450,000	\$4,300,000	\$4,050,000	\$2,950,000				
			LOCAL	\$3,950,000	\$4,850,000	\$500,000	\$1,500,000	\$3,650,000	\$3,450,000	\$4,300,000	\$4,050,000	\$2,950,000				
septic tanks addressed per project				295	375	100	207	363	344	414	396	302				
			Totals													
																\$30,025,000
																\$29,200,000
																2,737

Figure 2

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcomes/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	GAA Line Item 1606	2017-2018	37.052	Florida Springs Grant Program	\$2,750,000	087870

Total Award					\$2,750,000	
--------------------	--	--	--	--	--------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	LP0110E		
Grantee Name:	Leon County		
Grantee Address:			
Grantee's Grant Manager:	Theresa B. Heiker, P.E.	Telephone No.:	(850) 606-1526
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP0110E and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**EXHIBIT D
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. LP0110E Agreement Effective Dates: _____

Grantee: _____
(Name & Mailing Address)

Grantee's Grant Manager _____

Performance Period (Start date – End date): _____ Date of Request: _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL*

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:	Leon County				Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **the Water and Springs Restoration Program**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Remit Payment Request by E-mail to: WSRP@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Cheryl Minskey (850) 245-2985

Cheryl.Minskey@dep.state.fl.us

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project)	Agreement Number
Belair/Annawood Sewer System Project	LP01108

2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name:	Leon County	Entity Type: County +
Grantee Address:	301 South Monroe Street, Tallahassee, Florida 32301	FEID: 59-6000708 (Grantee)

3. Agreement Begin Date:	Date of Expiration:
July 1, 2017	December 31, 2021

4. Project Number:	Project Location(s):
<i>(If different from Agreement Number)</i>	<small>Latitude 30.383082 / Longitude 84.268825</small> +
Project Description: The grantee will design and construct connections to the Wastewater Treatment Facility and a new lift station.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$1,750,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY17-18 GAA Line Item# 1606	\$1,750,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		

6. Department's Grant Manager	Grantee's Grant Manager
Name: Cheryl Minskey	Name: Theresa B. Heiker, P.E.
or successor	or successor
Address: FL Dept. of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399-0000	Address: Stormwater Management Coordinator 2280 Miccosukee Road Tallahassee, Florida 32308
Phone: (850) 245-2985	Phone: (850) 606-1526
Email: Cheryl.Minskey@dep.state.fl.us	Email: HeikerT@LeonCountyFL.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)
<input type="checkbox"/> Exhibit C: DEP Property Reporting Form
<input checked="" type="checkbox"/> Exhibit D: Payment Request Summary Form
<input type="checkbox"/> Exhibit E: Quality Assurance Requirements
<input type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9.

Leon County

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Vincent S. Long, County Administrator

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Trina L. Vielhauer, Division Director

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
 - i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - ii. Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. **Taxes.** The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. **Interim Payments.** Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. **Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
 - f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by the Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
 - i. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - ii. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
 - iii. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
 - iv. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.
- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as

described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

14. Notice of Default.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.

- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by the Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
 - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, 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 or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of the Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

37. Prohibited Local Government Construction Preferences.

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

38. Prohibited Governmental Actions for Public Works Projects.

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
SPECIAL TERMS AND CONDITIONS
AGREEMENT # LP01108**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Belair/Annawood Sewer System Project. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

2. Duration.

a. Reimbursement Period.

The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement.

b. Extensions. There are extensions available for this Project.

c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.

b. Invoicing. Invoicing will occur as indicated in Attachment 3.

c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Costs Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

5. Match Requirements.

There is no match required on the part of the Grantee under this Agreement.

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

8. Miscellaneous Contract Terms.

a. Retainage.

No retainage is required under this Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. State-owned land.

The work will not be performed on State-owned land.

d. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

9. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Belair/Annawood Sewer System Project

PROJECT LOCATION: The Project will be located within the Belair/Annawood neighborhoods, which are located in southeast Leon County (Grantee), Florida. The project coordinates are Latitude 30.383082 North / Longitude 84.268825 West. See location map (Figure 1) for more information.

PROJECT BACKGROUND: This project will make sewer service connections available to the City of Tallahassee (City) wastewater treatment facility for approximately 113 single family residences and businesses currently served by onsite sewage treatment and disposal systems. This project will result in significant reduction of nutrient loading leaching into the Floridan aquifer in the Wakulla Springs contribution area. The need for the project was identified in the Florida Department of Environmental Protection's Upper Wakulla River and Wakulla Springs Basin Management Action Plan, the 2035 City of Tallahassee Master Sewer Plan, and the Onsite Sewage Treatment and Disposal and Management Options Final Report. Wakulla Springs is an important recreational destination which receives approximately 200,000 visitors annually.

PROJECT DESCRIPTION: The project will make central sanitary connections available for approximately 113 single family residences and businesses in South Leon County in the Belair/Annawood communities, the specific extent of which is shown in Figure 1. The collection system will primarily be 8-inch diameter pipe but may range in size up to 12-inch diameter, and will be designed for gravity sewer in accordance with City's standards, which will own and operate the system after its construction and acceptance. A portion of the new system will connect to the existing City sewer system via an existing lift station and force main located within the neighboring Woodside Heights subdivision, and the remainder will connect via a newly constructed lift station in Annawood. Elimination of the onsite systems will result in a significant reduction in nutrient load leaching into Floridan aquifer in the Wakulla Springs contribution area.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$1,750,000 from Leon County. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

This project grant is part of a multi-year springs improvement plan, which may be amended, and requires a local match of up to 50% of the project costs for long-term water quality and springs restoration capital projects. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in Attachment 3, Figure 2, "Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan." Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this agreement to provide project funding to the Grantee for the next phase of the Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan. Under this agreement, Leon County projects identified in Figure 2 will have priority consideration as funds become available and these projects do not have to be submitted each year through the Water Management District/Department springs evaluation process.

TASKS and DELIVERABLES:

Task 1: Preconstruction Activities

Task Description: The Grantee will procure professional consulting and engineering services in accordance with state law. The Grantee will complete the design of the proposed lift station, force and

gravity mains, sewer connections and water services and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverables: Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating percentage of design completion representing time period covered in the payment request. 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

Performance Standard: The Department’s Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

Task 2: Construction

Task Description: The Grantee will construct the lift station and force and gravity mains in accordance with the construction contract documents. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law. The Grantee will connect approximately 113 single family residences and commercial properties in accordance with the final design and permit(s) to the existing sanitary sewer system for wastewater treatment by the City of Tallahassee’s Tom P. Smith facility.

Deliverables: Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of on-going work representing the time period covered in the payment request; 2) signed acceptance and brief description of the completed work to date by the Grantee; 3) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents (as applicable).

Performance Standard: The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

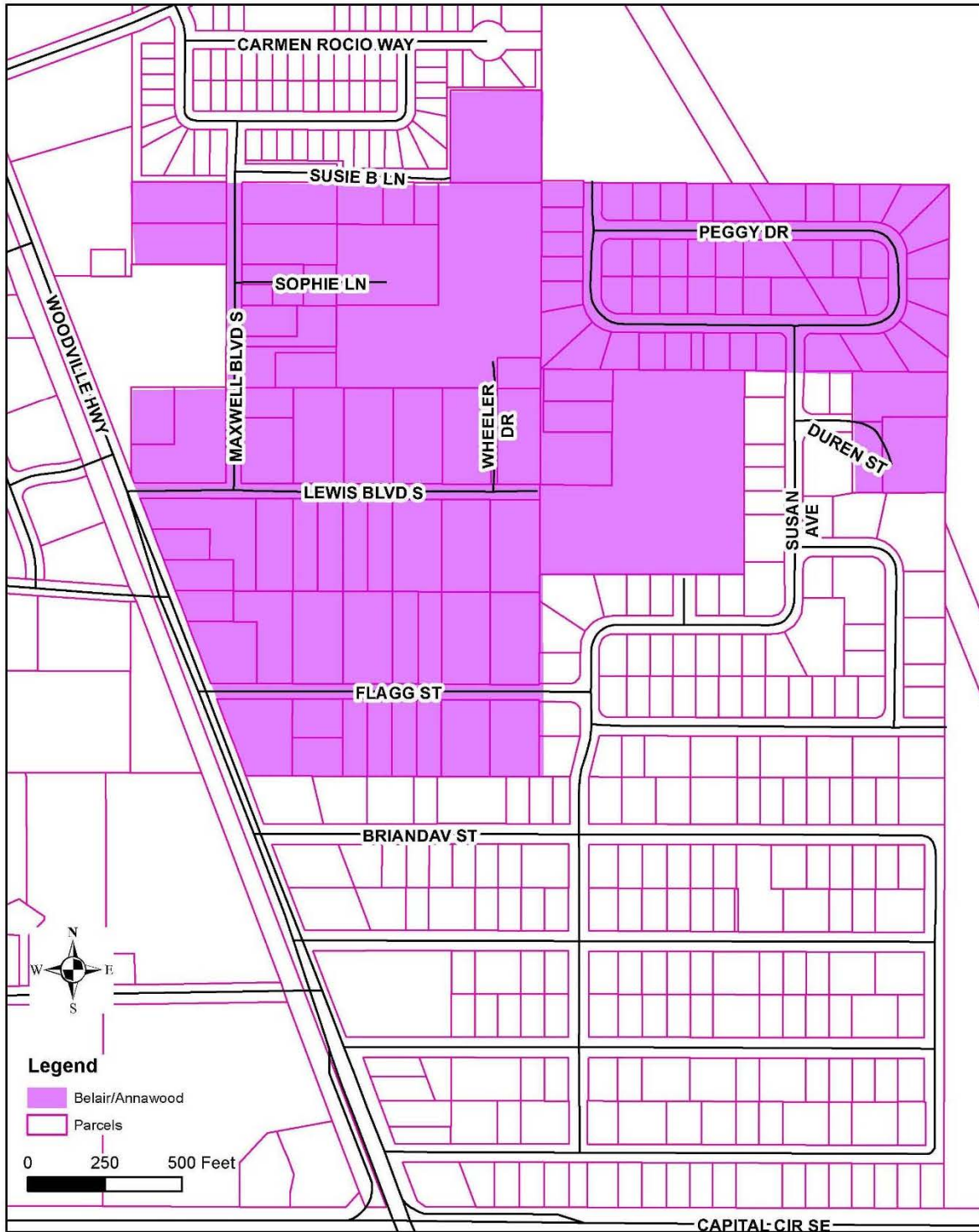
Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$255,000	05/15/2018	12/31/2019
2	Construction	Contractual Services	\$1,495,000	10/01/2019	06/30/2021
Total:			\$1,750,000		

Figure 1

Belair/Annawood Septic to Sewer Project



Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan														
Project Name	Project Number	Total Project Cost	Funding	COST by YEAR										
				Pre-2017	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Leon County Septic to Sewer Project, FY 14-15	LP37110	\$75,000	STATE	\$75,000										
			MATCH											
Lake Munson Target Area WW Improvements, Springs FY 14-15	S0807	\$1,000,000	STATE	\$500,000										
			MATCH	\$500,000										
Woodside Heights Sewer Connection, Springs FY 15-16	S0807	\$4,600,000	STATE	\$1,950,000	\$350,000									
			MATCH	\$1,950,000	\$350,000									
Advanced Septic Systems Pilot Project, Springs FY 16-17	LP01102	\$750,000	STATE	\$750,000										
			MATCH											
Woodville Sewer System Project Phase I, Springs FY 16-17	LP01104	\$3,000,000	STATE	\$1,500,000										
			MATCH	\$1,500,000										
Northeast Lake Munson Sewer System Project, Springs FY 17-18	LP01110	\$5,500,000	STATE		\$2,750,000									
			MATCH		\$2,750,000									
Belair/Annawood Sewer System Project, Springs FY 17-18	LP01108	\$3,500,000	STATE		\$1,750,000									
			MATCH		\$1,750,000									
Septic System Upgrades, Springs FY 18-19		\$1,000,000	STATE			\$500,000								
			MATCH			\$500,000								
Woodville Sewer System Project Phase II, Springs FY 19-20		\$2,000,000	STATE				\$1,000,000							
			MATCH				\$1,000,000							
Septic System Upgrades, Springs FY 19-20		\$1,000,000	STATE				\$500,000							
			MATCH				\$500,000							
Woodville Sewer System Project Phase III, Springs FY 20-21		\$6,300,000	STATE					\$3,150,000						
			MATCH					\$3,150,000						
Comprehensive Wastewater Treatment Facilities, FY 20-21		\$1,000,000	STATE					\$500,000						
			MATCH					\$500,000						
Woodville Sewer System Project Phase IV, Springs FY 21-22		\$5,900,000	STATE						\$2,950,000					
			MATCH						\$2,950,000					
Comprehensive Wastewater Treatment Facilities, FY 21-22		\$1,000,000	STATE						\$500,000					
			MATCH						\$500,000					
Woodville Sewer System Project Phase V, Springs FY 22-23		\$7,600,000	STATE							\$3,800,000				
			MATCH							\$3,800,000				
Comprehensive Wastewater Treatment Facilities, FY 22-23		\$1,000,000	STATE							\$500,000				
			MATCH							\$500,000				
Woodville Sewer System Project Phase VI, Springs FY 18-19		\$7,100,000	STATE								\$3,550,000			
			MATCH								\$3,550,000			
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE								\$500,000			
			MATCH								\$500,000			
Woodville Sewer System Project Phase VII, Springs FY 23-24		\$4,900,000	STATE									\$2,450,000		
			MATCH									\$2,450,000		
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE									\$500,000		
			MATCH									\$500,000		
Septic Systems Upgrade/Removal TOTALS		\$59,225,000	STATE	\$4,775,000	\$4,850,000	\$500,000	\$1,500,000	\$3,650,000	\$3,450,000	\$4,300,000	\$4,050,000	\$2,950,000		
			LOCAL	\$3,950,000	\$4,850,000	\$500,000	\$1,500,000	\$3,650,000	\$3,450,000	\$4,300,000	\$4,050,000	\$2,950,000		
Totals														
septic tanks addressed per project					235	376	100	207	363	344	414	396	302	
														2,737

Figure 2

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	GAA Line Item 1606	2017-2018	37.052	Florida Springs Grant Program	1,750,000	087870

Total Award		\$1,750,000
--------------------	--	--------------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	LP01108		
Grantee Name:	Leon County		
Grantee Address:			
Grantee's Grant Manager:	Theresa B. Heiker, P.E.	Telephone No.:	(850) 606-1526
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP01108 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**EXHIBIT D
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. LP01108 Agreement Effective Dates: _____

Grantee: _____
(Name & Mailing Address)

Grantee's Grant Manager _____

Performance Period (Start date – End date): _____ Date of Request: _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL*

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:		Leon County			Payment Request No.:		
DEP Agreement No.:		LP01108					
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **the State Revolving Fund Program**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Remit Payment Request by E-mail to: SRF_Reporting@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Cheryl Minskey (850) 245-2985

Cheryl.Minskey@dep.state.fl.us

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 13th day of February, 2018.

LEON COUNTY, FLORIDA

BY: _____
Nick Maddox, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

**FISCAL YEAR 2017/2018
BUDGET AMENDMENT REQUEST**

No: BAB18009
Date: 1/24/2018

Agenda Item No: _____
Agenda Item Date: 2/13/2018

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	062007	334356	000	Belair-Annawood Septic to Sewer Grant	-	1,750,000	1,750,000
125	062008	334357	000	NE Lake Munson Septic to Sewer Grant	-	2,750,000	2,750,000
305	000	399900	000	Appropriated Fund Balance	22,567,581	4,500,000	27,067,581
					Subtotal:	9,000,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	062007	56300	535	Belair-Anna Wood Improvements Other Than Buildings	-	1,750,000	1,750,000
305	062007	56300	535	Belair-Anna Wood Improvements Other Than Buildings	-	1,750,000	1,750,000
125	062008	56300	535	NE Lake Munson Improvements Other Than Buildings	-	2,750,000	2,750,000
305	062008	56300	535	NE Lake Munson Improvements Other Than Buildings	-	2,750,000	2,750,000
					Subtotal:	9,000,000	

Purpose of Request:

This budget amendment allocates funds from the Florida Department of Environmental Protection Belair-Annawood and NE Lake Munson Septic to Sewer grant, in the amount of \$1.75 million and 2.75 million respectively, for design and construction of a project to convert septic systems in these neighborhood areas to sewer. These projects require a local match, currently shown as funded from capital reserves. These reserves will be replenished when they are reimbursed and/or realigned from the County portion of the Blueprint 2020 Water Quality project proceeds beginning in FY 2020, as approved by the Board during the FY 2018 budget process.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

Tentative Leon County Water Quality and Springs Protection Infrastructure Improvement Plan

Project Name	Project Number	Total Project Cost	Funding	COST by YEAR											
				Pre-2017	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Leon County Septic to Sewer Project, FY 14-15	LP37110	\$75,000	STATE	\$75,000											
			MATCH												
Lake Munson Target Area WW Improvements, Springs FY 14-15	S0807	\$1,000,000	STATE	\$500,000											
			MATCH	\$500,000											
Woodside Heights Sewer Connection, Springs FY 15-16	S0807	\$4,600,000	STATE	\$1,950,000	\$350,000										
			MATCH	\$1,950,000	\$350,000										
Advanced Septic Systems Pilot Project, Springs FY 16-17	LP01102	\$750,000	STATE	\$750,000											
			MATCH												
Woodville Sewer System Project Phase I, Springs FY 16-17	LP01104	\$3,000,000	STATE	\$1,500,000											
			MATCH	\$1,500,000											
Northeast Lake Munson Sewer System Project, Springs FY 17-18	LP01110	\$5,500,000	STATE		\$2,750,000										
			MATCH		\$2,750,000										
Belair/Annawood Sewer System Project, Springs FY 17-18	LP01108	\$3,500,000	STATE		\$1,750,000										
			MATCH		\$1,750,000										
Septic System Upgrades, Springs FY 18-19		\$1,000,000	STATE			\$500,000									
			MATCH			\$500,000									
Woodville Sewer System Project Phase II, Springs FY 19-20		\$2,000,000	STATE				\$1,000,000								
			MATCH				\$1,000,000								
Septic System Upgrades, Springs FY 19-20		\$1,000,000	STATE				\$500,000								
			MATCH				\$500,000								
Woodville Sewer System Project Phase III, Springs FY 20-21		\$6,300,000	STATE					\$3,150,000							
			MATCH					\$3,150,000							
Comprehensive Wastewater Treatment Facilities, FY 20-21		\$1,000,000	STATE					\$500,000							
			MATCH					\$500,000							
Woodville Sewer System Project Phase IV, Springs FY 21-22		\$5,900,000	STATE						\$2,950,000						
			MATCH						\$2,950,000						
Comprehensive Wastewater Treatment Facilities, FY 21-22		\$1,000,000	STATE						\$500,000						
			MATCH						\$500,000						
Woodville Sewer System Project Phase V, Springs FY 22-23		\$7,600,000	STATE							\$3,800,000					
			MATCH							\$3,800,000					
Comprehensive Wastewater Treatment Facilities, FY 22-23		\$1,000,000	STATE							\$500,000					
			MATCH							\$500,000					
Woodville Sewer System Project Phase VI, Springs FY 18-19		\$7,100,000	STATE								\$3,550,000				
			MATCH								\$3,550,000				
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE								\$500,000				
			MATCH								\$500,000				
Woodville Sewer System Project Phase VII, Springs FY 23-24		\$4,900,000	STATE									\$2,450,000			
			MATCH									\$2,450,000			
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE									\$500,000			
			MATCH									\$500,000			
Septic Systems Upgrade/Removal TOTALS		\$59,225,000	STATE	\$4,775,000	\$4,850,000	\$500,000	\$1,500,000	\$3,650,000	\$3,450,000	\$4,300,000	\$4,050,000	\$2,950,000			
			LOCAL	\$3,950,000	\$4,850,000	\$500,000	\$1,500,000	\$3,650,000	\$3,450,000	\$4,300,000	\$4,050,000	\$2,950,000			
# of septic tanks addressed per project				235	376	100	207	363	344	414	396	302			

Totals
\$30,025,000
\$29,200,000
2,737

NOTES:
1. The program reflects a maximum local match of 50% for projects.
2. The Leon County Comprehensive Wastewater Treatment Facilities Plan will guide technology implementation upon Plan completion and approval by the Board.

Leon County Board of County Commissioners

Budget Workshop # 8

June 20, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Scott Ross, Director of the Office of Financial Stewardship Tony Park, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator Barry Wilcox, Chief Development Resources Officer

Statement of Issue:

This budget discussion item seeks policy direction and budget authorization for southside sewer projects for the current (FY 2017) and upcoming FY 2018 budgets. For the current fiscal year (FY 2017), staff seeks Board acceptance of a \$1.5 million Woodville Sewer Design Grant, and authorization of the required \$1.5 local match from unallocated Fund Balance. For the development of the FY 2018 budget, staff seeks Board authorization to pursue a \$4.5 million state low interest loan for the grant match requirement of an anticipated \$4.5 million neighborhood septic-to-sewer grant. Staff is seeking policy direction to "advance fund" these grant opportunities to be repaid with future Blueprint 2020 Water Quality project proceeds.

Fiscal Impact:

This item has a fiscal impact. A total of \$6.0 million in grant funds requires \$6.0 million in local matching funds. In advance of the 2020 funds being available, staff is recommending using a combination of existing fund balances and pursuing a low interest loan from the Florida Department of Environmental Management Clean Water State Revolving Loan Fund for grant match purposes.

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 2

Staff Recommendations:

- Option #1: Accept the grant of \$1.5 million from the Springs Restoration Grant Program for the Woodville Sewer Design (Attachment #1), authorize the County Administrator to execute the contract, and for cash flow purposes, advance fund up to \$1.5 million in unallocated fund balance during FY 2017 as the initial grant match to be repaid from the County's share of the Blueprint 2020 Water Quality Project.
- Option #2: Authorize staff to finalize the Springs Restoration Grant submissions for the Northeast Lake Munson area (\$2.75 million match) and the Belair/Annawood area (\$1.75 million match) which if awarded will require \$4.5 million as a local match.
- Option #3: Authorize staff to pursue a loan through the FDEP Clean Water State Revolving Loan Fund (SRF) as grant matching funds to be repaid from the County's share of the Blueprint 2020 Water Quality and Stormwater Improvement project.

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 3

Report and Discussion

Background:

To support the upgrade or elimination of septic tanks in the Primary Springs Protection Zone, Leon County has aggressively pursued state grants to convert septic tanks to sewer systems. In partnering with the Florida Department of Environmental Protection, Northwest Water Management District and the City of Tallahassee, the County received funding for the Woodside Heights subdivision which at build-out will eliminate approximately 200 septic tanks. In building on these relationships, Leon County has been awarded a \$1.5 million Springs Restoration Grant for the Woodville Septic to Sewer Project which requires a \$1.5 million local match. In addition, County staff has received preliminary indication from the State that \$4.5 million in state grant requests for the Northeast Lake Munson and Belair/Annawood Septic to Sewer projects will also be reviewed favorably when the FY 2017 funding cycle is opened which will require a \$4.5 million match; the timing of the actual award may be in either FY 2017 or FY 2018.

Staff recommends utilizing existing general and capital fund balances to initially advance fund the necessary grant match for Woodville Sewer. To ensure the County's fund balances remain at appropriate policy levels and are available for future capital project sweeps, staff also recommends pursuing a low interest loan from the Florida Department of Environmental Protection's (FDEP) Clean Water State Revolving Loan Fund (SRF) to be used as grant match funding for future awards. A detailed description of the loan program is described later in this item. The County's fund balances and future loans would then be repaid beginning in FY 2020 from the County's share of the Blueprint \$85.0 million Water Quality and Stormwater Improvement project. At the April 1, 2015 Intergovernmental Agency (IA) meeting, the IA approved annual allocations of \$4.250 million split evenly by the County and City beginning in FY 2020.

By way of background, at the April 26, 2016 budget workshop, the Board authorized staff to finalize the Springs Restoration Grant submission for the Woodville Septic to Sewer Project serving approximately 1,500 residences and businesses. Staff was also authorized to continue to seek future funding for the Northeast Lake Munson and Belair/Annawood Septic to Sewer Projects, which will address approximately 375 systems total. The State of Florida again funded the Springs Restoration Grant Program, begun in FY 2014, for FY 2017. The Springs Restoration Grant Program is targeted specifically for areas viewed as contributing pollutants to springs, such as Wakulla Springs.

The Woodville sewer project, and the design and construction of the Northeast Lake Munson and Belair/Annawood septic to sewer projects are essential to the following FY 2017-FY 2021 Strategic Initiatives and Bold Goal that the Board approved at the January 24, 2017 meeting:

- Implement the adopted Basin Management Action Plan (BMAP) for Wakulla Springs including bringing central sewer to Woodville and implementing requirements for advanced wastewater treatment (2016-13)

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 4

- Reduce nitrogen impacts in the PSPZ (primary springs protection zone) by identifying cost effective and financially feasible ways including: Develop a septic tank replacement program. (2016-23A)
- Bold Goal: Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone

These particular Strategic Initiatives align with the Board's Strategic Priorities:

- EN1: Protect the quality and supply of our water.
- EN2: Conserve and protect environmentally sensitive lands and our natural ecosystems.
- EN3: Promote orderly growth and sustainable practices.
- EC2: Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.

Analysis:

The water quality and biological health of Wakulla Springs and the Upper Wakulla River have declined over the past several decades. As research into the reasons for the decline was ongoing, Leon County adopted the Primary Springs Protection Zone (PSPZ) as shown in Attachment #2. This covers a substantial portion of southern Leon County where soils are more permeable and more likely for pollutants on or near the land surface to find their way into the aquifer.

Research by the NFWFMD, the FDEP and the U.S. Geological Survey (USGS) determined that increased nitrate loadings in the groundwater discharged at Wakulla Springs are the primary cause for the decline. The FDEP adopted a Total Maximum Daily Load (TMDL) of 0.35 mg/L nitrates in the Upper Wakulla River in 2012 to restore a healthy biological community to the river. Following adoption of the TMDL, the FDEP started development of a Basin Management Plan (BMAP) to identify the necessary steps to achieve the healthy biological system. The official extents for the Upper Wakulla River BMAP are shown in Attachment #3. The primary focus in the BMAP adopted in October 2015 is reducing nitrate loadings from sources "uphill" from Wakulla Springs, particularly wastewater treatment plants and OSTDS in the PSPZ.

The BMAP adopted by FDEP includes a number of management strategies proposed by stakeholders to assist in achieving the necessary nitrate reductions. In support of moving forward with the Woodville and other sewer projects, one of the strategies Leon County committed to was sewerage in the PSPZ, subject to annual budget and appropriation, utilizing funds from the County's share of the Sales Tax Extension. In addition to a number of specific strategies, the County also committed to evaluating the Florida Department of Health (FDOH) study of passive nitrogen-reducing systems to amend the code of laws to require the use of appropriate systems for new construction in the PSPZ. As discussed in an agenda item at the Board's April 4, 2017 meeting, staff continues to monitor FDOH's study and will provide ordinance amendments once alternative passive technology is available for permitting agencies to approve.

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 5

The County continues to work closely with the Florida Department of Environmental Protection (FDEP), the Northwest Florida Water Management District (NFWFMD) and the City of Tallahassee to aggressively pursue state grants for the purpose of eliminating OSTDS in the PSPZ. The following provides an update on these efforts and recommendations for the Board to approve matching funds for several new projects.

Woodville Sewer

The Woodville project has historically been a Board adopted legislative funding priority since 2006. Every year since 2006, the County has included a request for funding from the State of Florida as part of the County's Legislative appropriations requests. The requests have ranged from \$300,000 in 2006 to \$30 million in 2008 to \$7.2 million this last session.

Late last calendar year, the Florida Department of Environmental Protection (FDEP) awarded \$1.5 million of FY 2016 Springs Restoration Grant funding to the Northwest Florida Water Management District (NFWFMD) for Leon County's Woodville Rural Community Septic to Sewer Project. The grant was awarded for design and permitting of the transmission and collection system to address approximately 1,500 OSTDS serving residences and businesses in this area. Grant acceptance will allow the design and permitting of the system to proceed to address the long-standing OSTDS issue within the Woodville Rural Community. The County continues to work closely with FDEP in identifying future opportunities to work together in funding additional phases of the Woodville project.

In support of the Woodville project, the adopted BMAP includes a series of management strategies proposed by the various stakeholders, such as Leon County. Leon County proposed to fund central sewer in the Woodville Rural Community (subject to budget and appropriation) due to the high groundwater table, the density of the existing historic development and the Board's expressed desire to support economic growth at this designated community node. The distance between Woodville and the City of Tallahassee collection system requires the design and construction of the transmission system before a collection system in Woodville can be constructed.

In addition to the BMAP, the Comprehensive Plan also supports the construction of sewer in the Woodville Rural Community. The Comprehensive Plan also includes provisions to prevent "sprawl" between the U.S.A. and the Woodville Rural Community. The provision of central sewer in the Woodville Rural Community is consistent with Policy 1.1.4 of the Land Use Element of the Comprehensive Plan which states, "Central water and sewer may be provided in areas designated as Rural Community, Woodville Rural Community, and enclaves within the Woodville Rural Community designated for Residential Preservation on the future land use map." The purpose of the central sewer project is to improve water quality, consistent with Policy 1.1.3 of the Land Use Element of the Comprehensive Plan which limits the expansion of capital infrastructure designed to support urban density outside the Urban Service Area with the exception of the:

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 6

- Replacement of existing facilities due to deterioration or destruction from natural disaster.
- A public health and/or safety problem if no improvements are made (example - contaminated water wells).
- Potential of severe environmental degradation if no improvements are made (example - failing septic tanks).

In cases where this capital infrastructure is allowed outside of the Urban Service Area, the policy states, “The capacity of these facilities shall be limited to that necessary to serve development existing on or prior to February 1, 1990.” An exception to Policy would be based on Policy 4.2.5 of the Conservation Element which established a transfer of development rights program. The Policy states that “areas inside the Woodville Rural Community Future Land Use Map category, where connection to sewer facilities designed to achieve Wastewater Treatment standards is available and required, shall be designated to receive dwelling units.”

Recommendation: Accept the grant of \$1.5 million from the Springs Restoration Grant Program for the Woodville Sewer Design (Attachment #1), authorize the County Administrator to execute the contract, and for cash flow purposes, advance fund up to \$1.5 million in unallocated fund balance during FY 2017 as the initial grant match to be repaid from the County’s share of the Blueprint 2020 Water Quality Project.

Future Grant Funding Opportunities

NWFWMD and FDEP funding staff identified two key criteria in successful requests for Springs Restoration Grant funds: first, the project benefit within the Wakulla Springs Primary Focus Area (PFA) and second, the ability to complete the construction within the typical two-year contract period. Based on these criteria, the Board supported the inclusion of two neighborhoods in the Lake Munson/Oak Ridge Planning area for future grant funding requests at the April 2016 budget workshop. In discussions with FDEP, County staff have received preliminary indication that both requests will be reviewed favorably when the FY 2017 funding cycle is opened.

The two projects are the Northeast Lake Munson Project (\$5.5 million total; \$2.75 million County match) and the Belair/Annawood Project (\$3.5 million total; \$1.75 million County match). (Attachment #5) Completion of the projects will address 263 properties in the Northeast Lake Munson neighborhood and 113 properties in the Belair/Annawood neighborhoods. Originally, the County anticipated these grants to be awarded after the Blueprint 2020 funds became available. General and capital project fund balances are available as match funds for the grants; however, to maintain policy minimums and ensure future capital project sweeps can occur, staff recommends pursuing a SRF Loan if the grants are awarded,. If the County is successful in being awarded a loan from the SRF, future sales tax will be utilized for repayment. Final grant awards and matching requirements will be brought to the Board for approval. The anticipated cash flow for the three projects is provided in Attachment #6.

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 7

Recommendation: Authorize staff to finalize the Springs Restoration Grant submissions for the Northeast Lake Munson area (\$2.75 million match) and the Belair/Annawood area (\$1.75 million match).

FDEP Clean Water State Revolving Loan Fund (SRF)

The SRF Program, managed by the FDEP, can provide funds for planning, design and construction matching funds for wastewater and stormwater projects. These competitive low-interest loans can be obtained for any of the construction projects the County may pursue within the Wakulla Springs BMAP area or elsewhere. The FDEP holds quarterly meetings to review Requests for Inclusion on the Funding Priority List (February, May, August and November). Environmental impact analysis and financial feasibility planning documents must be approved by the FDEP to request design funds. Design documents must also be approved to request construction funds. The approval process is estimated to take approximately three months once a complete document has been submitted by a project sponsor's engineer.

The 20-year loans are awarded on a "first come, first serve" basis at an interest rate specific to each project. The maximum interest rate is limited by the market rate and the minimum rate is 0%, and does not change for the life of the loan. Repayment in equal semiannual amounts begins six months after project work is scheduled to be completed. The repayment revenue source is most commonly a pledge of water and sewer utility revenue. However, other revenue sources can be considered, such as the Blueprint 2020 Water Quality and Stormwater Improvements project. As noted above, based on April 1, 2015 IA action, beginning in FY 2020, the County will receive \$2.125 million annually from this project.

Recommendation: Authorize staff to pursue a loan through the FDEP Clean Water State Revolving Loan Fund (SRF) as grant matching funds to be repaid from the County's share of the Blueprint 2020 Water Quality and Stormwater Improvement project.

Blueprint Alternative Sewer Solutions Study

At the June 13, 2017 meeting, the Intergovernmental Agency is considering funding a Comprehensive Wastewater Treatment Facilities (CWTF) Plan. The CWTF will determine appropriate facilities for wastewater treatment in the unincorporated area of Leon County. The CWTF plan will analyze and develop options for extending sewer, providing sewer alternatives, and possible alternatives to onsite treatment and disposal options (OSTDS). The completed CWTF Plan may inform the County on what future unincorporated area projects could be pursued and should assist in leveraging future grant funds.

Subsequent to the completion of the CWTF, the IA may in the future fund additional studies. The next study would entail developing a financing plan for the infrastructure identified in the CWTF. The last study would address a Management and Operations Plan, which may include the creation of a Regional Management Entity (RME). A RME could be structured that required all septic tank owners to pay an annual fee in support of on-going maintenance and/or replacement of their septic tanks. Other Management and Operations Plans could be more

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 8

localized, use newly developed technologies to support on-going maintenance or other to be determined approaches.

The evaluation of alternative technologies appropriate for various areas of the unincorporated area complements the progress currently being made within the BMAP Primary Focus Area. Given the current availability of Springs Restoration Grant funds and the Board's commitments in the BMAP, staff recommends to continue with capital projects that fulfill the strategies and initiatives identified and committed to in the BMAP and the County's Strategic Plan.

Other Project and Grant Funding Updates

Woodside Heights Project Area: Leon County's first septic-to-sewer project is currently being finalized for construction in the Woodside Heights neighborhood, located at the intersection of Woodville Highway and Capital Circle SW. To date of the 200 properties in the neighborhood, approximately 75% or over 145 owners have signed forms agreeing to participate in this project. Springs Restoration Grant funds were received in 2014 and 2015 totaling \$2.45 million to connect the septic tanks to central sewer. The County matched the State grant with a portion of the County's share of the Blueprint 2000 Water Quality funds.

All costs associated with sewer line construction and connection to the City of Tallahassee wastewater system (including septic tank abandonment) is covered by the grant or Leon County's matching funds. Property owners who do not connect to the system while construction is on-going will be assessed a "Readiness to Serve" charge on their monthly utility bill. Property owners who do connect are billed for sewer service based on the amount of their monthly water usage.

Onsite Sewage Treatment and Disposal Systems (OSTDS) Grant Opportunities: The Board provided direction at the April 2016 budget workshop to work with the NFWFMD regarding alternative OSTDS technologies for nitrate removal. The alternative technologies can be utilized where it is not cost-effective or technically feasible for central sewer. A contract with the NFWFMD will be presented to the Board at a later date to accept a grant for \$750,000 (100% funded with no construction match required) for a pilot project of these alternative technologies. NFWFMD will provide funds to Leon County for replacement of residential OSTDS with the new technologies, which will be monitored post-construction for water quality improvement and operational cost analysis after installation. The award of this grant and subsequent project implementation supports the adopted BMAP requirement to develop an OSTDS Initiative to "identify effective, financially feasible strategies to reduce existing loading and prevent future nutrient loading from OSTDS sources."

While these grant opportunities provide for the elimination of hundreds of OSTDS, the FDEP BMAP staff recently released a draft BMAP update which assigns OSTDS nitrate reductions for Leon County within the next 15 years ranging from 58,000 to 85,000 pounds per year. This requires approximately 6,800 existing OSTDS in Leon County's Priority Focus Area 1 (Attachment #4) to be upgraded to advanced treatment or to be connected to central sanitary

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and Consideration of Matching Funds for Woodville and Future Springs Restoration Grant Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 9

sewer by 2033. The 15 year time frame addresses the need for TMDL compliance within 20 years of BMAP adoption. Leon County communicated with FDEP during the original BMAP adoption that the County has no legal authority to enter into private property, nor can the County mandate septic tank closures or replacements. The County Attorney's Office followed up recently with an additional letter informing FDEP of the County's position. It has been the County's intention to provide incentives to achieve the maximum number of upgrades or conversions to central sewer. Further information will be brought to the Board as the FDEP position develops.

Conclusion

Leon County continues to aggressively pursue partnerships with FDEP and the NFWFMD which allows Leon County to reduce local costs by leveraging state grant dollars in our nitrogen reduction efforts for Wakulla Springs. While several of these initial grant funded projects are for the conversion of septic to sewer, the County also realizes that sewer may not be the appropriate solution throughout the PSPZ. Through the CWTF Plan, additional facility options will be identified to help inform future capital project investments the County may wish to make. Additionally, the NFWFMD Pilot Project goal is to identify passive technology as a low-cost alternative to central sewer which can be implemented throughout the vulnerable areas of the community to achieve the targeted reductions. Leveraging state funds to protect a state resource provides Leon County the greatest opportunity to achieve our goals of serving our residents while restoring the Springs to their former beauty.

Options:

1. Accept the grant of \$1.5 million from the Springs Restoration Grant Program for the Woodville Sewer Design (Attachment #1), authorize the County Administrator to execute the contract, and for cash flow purposes, advance fund up to \$1.5 million in unallocated fund balance during FY 2017 as the initial grant match to be repaid from the County's share of the Blueprint 2020 Water Quality Project.
2. Authorize staff to finalize the Springs Restoration Grant submissions for the Northeast Lake Munson area (\$2.75 million match) and the Belair/Annawood area (\$1.75 million match).
3. Authorize staff to pursue a loan through the FDEP Clean Water State Revolving Loan Fund (SRF) as grant matching funds to be repaid from the County's share of the Blueprint 2020 Water Quality and Stormwater Improvement project.
4. Board direction.

Recommendation:

Options #1, #2, and #3.

Title: Acceptance of the FY 2017 Woodville Sewer Design Springs Restoration Grant and
Consideration of Matching Funds for Woodville and Future Springs Restoration Grant
Funds for FY 2017 and FY 2018

June 20, 2017 Budget Workshop

Page 10

Attachments:

1. NFWMD and Leon County – Woodville Sewer System Project Phase 1 Grant Agreement
2. Map – Primary Springs Protection Zone
3. Map – Upper Wakulla River BMAP Extents
4. Map – Upper Wakulla River BMAP Primary Focus Area 1
5. Map – Project Area Locations
6. Theoretical Funding and Schedule to Address BMAP Update

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
LEON COUNTY
GRANT AGREEMENT**

**WOODVILLE SEWER SYSTEM PROJECT PHASE 1
GRANT AGREEMENT NO. 17-____**

This Agreement (“Agreement”) is made by and between the Northwest Florida Water Management District (“District”), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and Leon County, Florida (“Grantee”), a charter county and a political subdivision of the State of Florida, with an address of 301 S. Monroe St., Tallahassee, FL 32301, to provide financial assistance for the Woodville Sewer System Project Phase 1.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

1. Terms of Agreement

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified. Land acquisition is not included nor authorized as part of this Agreement, but will be allowed for local match share.

2. Period of Agreement

This Agreement shall begin upon execution by both parties and shall remain in effect ending on November 30, 2019. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. No costs incurred prior to the execution of the Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

3. Funding/Invoicing

A. The District agrees to provide funding not to exceed one million five hundred thousand dollars and NO/100 (\$1,500,000) or the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. [or if match required, use B below.]

B. The Grantee shall be reimbursed on a cost reimbursement or cost incurred basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in **Attachment A**. Invoices may be submitted no more frequently than monthly, shall reflect actual costs incurred,

and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- C. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
- i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
 - ii. A description and total dollar amount of funds being requested, as organized by task;
 - iii. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of the task;
 - iv. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
 - v. Supporting documentation of actual expenses and proof of payment for requested grant funds and matching funds, where applicable. If cost incurred, proof of payment is not required at the time of invoice submittal but shall be submitted no later than with the next invoice.
- D. The Grantee shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year.
- E. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

4. **Available Funding**

The District's performance and obligation to pay under this Agreement are subject to the availability of state appropriated and budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. Progress Reports

- A. The Grantee shall provide a monthly status report to the District's Project Manager via email. This informal report should include the current project status, project activities planned for the next 30 days, and other relevant project progress information, as applicable.
- B. The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (15) days from the date submitted.

6. Final Report

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

7. Indemnification

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee agrees that it shall be solely responsible for the negligent or wrongful acts of its employees, agents representatives, licensees, invitees, contractors and guests.

8. Default/Termination

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.
- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District

terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

9. Remedies/Financial Consequences

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. Recordkeeping; Audit

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. The Grantee must ensure that grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a Grantee's accounting system cannot comply with this requirement, the District and Grantee will establish a system to provide adequate fund accountability for each awarded project. If the District discovers that funds have been comingled, the District has the right to seek a refund for all grant funding received plus interest accrued from the first day the grantee received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

11. Special Audit Requirements

In addition to the requirements in Section 10, the Grantee shall comply with applicable provisions contained in Attachment D, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. The District will provide a revised copy of Exhibit 1 to the Grantee for each amendment which authorizes a funding increase or decrease.

12. Subcontracts

- A. The Grantee may subcontract work under this Agreement, on a competitive basis, without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the

subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

13. Prohibited Local Government Construction Preferences

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A. To ensure compliance, any competitive solicitation must clearly state, Per Section 255.0991, Florida Statutes, that Article IX, Section 2-400 of Leon County Code on local preference in purchasing and contracting does not apply.

14. Lobbying Prohibition

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

15. Compliance with Law

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

- B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

16. Notice

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. Contacts

The District's Project Manager for this Agreement is identified below:

Linda Chaisson, P.E.	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-2662
Fax No.:	(850) 539-2777
E-mail Address:	Linda.Chaisson@nfwwater.com

The Grantee's Project Manager for this Agreement is identified below.

Theresa B. Heiker, P.E.	
Stormwater Management Coordinator	
Leon County Public Works	
2280 Miccosukee Road	
Tallahassee, FL 32308	
Telephone No.:	(850) 606-1526
Fax No.:	(850) 606-1501
E-mail Address:	HeikerT@leoncountyfl.gov

18. Insurance

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee or its contractors. All policies of insurance shall maintained by the Grantee hereunder shall name the District as an Additional Insureds for the entire length of the agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the District's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the District's Grant Manager concurrent with such notification.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for

Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability
Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

19. Conflict of Interest

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. Unauthorized Employment

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

21. Amendments

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

22. Discrimination

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

23. Scrutinized Companies

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the District may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

24. Inspection of Work; Access

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

25. Public Records Access

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records

under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this agreement.

- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nwfwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

26. Publicity

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

27. Execution of Counterparts

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

28. Severability

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

29. Entire Agreement

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER
 MANAGEMENT DISTRICT**

**LEON COUNTY BOARD OF COUNTY
 COMMISSIONERS**

By: _____
 Brett J. Cyphers, Executive Director

By: _____
 John E. Dailey, Chairman

Date: _____

Date: _____

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Checklist and Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (6 Pages)</u>

ATTACHMENT A GRANT SCOPE OF WORK

PROJECT TITLE: Woodville Sewer System Project Phase 1

PROJECT LOCATION: The Project will be located along Woodville Highway, including adjacent residential streets, which is located within Leon County, Florida. Project coordinates are latitude 30.3142 N, and longitude -84.2475 W.

PROJECT BACKGROUND: The Woodville Sewer System Project will make service connections available for approximately 1,500 residential households and businesses currently served by onsite sewage treatment and disposal systems (OSTDSs) to the City of Tallahassee TP Smith Water Reclamation Facility. This is anticipated to result in a reduction in nutrient leaching into the Floridan aquifer in the Wakulla Springs contribution area. A need for this project has been identified in the Florida Department of Environmental Protection's (Department's) Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP), the 2030 City of Tallahassee Master Sewer Plan, and the Onsite Sewage Treatment and Disposal and Management Options Final Report. Wakulla Springs is an important recreational destination which receives approximately 200,000 visitors annually.

Funds were awarded to the Northwest Florida Water Management District (District) for Phase 1 of this project. Leon County (Grantee) will provide the design, permitting and construction of the project. An Interlocal Agreement will be executed between Leon County and the City of Tallahassee (City) for connecting the new wastewater transmission lines to the City's existing wastewater system and acceptance of the new collection system for operation, maintenance and ownership.

PROJECT DESCRIPTION: This project is the design and permitting of a collection and transmission system to make central sanitary sewer service connections available for approximately 1,500 residences and businesses in the Woodville Rural Community, the extent of which is shown in Figure 1. The collection system will be designed in accordance with City standards. The transmission system, primary lift station and 18,000 feet of force main, will connect to the existing City collection system at Capital Circle Southeast. The City will own and operate the system after construction and approval.

TASKS and DELIVERABLES:

Payment Request Schedule for All Tasks: Grantee may submit a payment request for cost reimbursement of expended or incurred costs no more frequently than once per month. The interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.

Task 1: Design and Permitting

Task Description: The Grantee will procure professional engineering services, in accordance with state law. The Grantee will work with the City of Tallahassee to complete the design of the proposed lift station(s) and force and gravity mains and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the survey and draft design at 60% completion submitted to the District's Grant Manager for review prior to submittal of the final design.

Performance Standard: The District's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the District's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1b: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The District's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and, if needed, provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the District's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1c: A list of all required permits identifying issue dates and issuing authorities submitted to the District's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The District's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the District's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Task 2: Progress and Final Reports

Task Description: Per Sections 5 and 6 of this Agreement, the Grantee will complete Progress Reports throughout the Agreement period and a Final Report no later than the end of the Agreement. The reports shall describe, at a minimum: the work performed during the reporting period; problems encountered; problem resolution; schedule updates; and proposed work for the next reporting period. The final report shall also include a summary of the entire project; a financial summary of total project costs; project results; project successes; and lessons learned.

Deliverable 2: An electronic copy of the Progress Report, in word processing or pdf format, submitted to the District’s Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Progress Report.

Performance Standard: The District’s Project Manager will review the submitted Progress Report to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation into the next report.

PROJECT TIMELINE: All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

Task No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	Survey and 60% Design	1/1/18	12/31/18	12/31/18
1b	Final Plans	1/1/18	5/30/19	11/30/19
1c	Survey	1/1/18	5/30/19	11/30/19
2	Progress Reports			Monthly by 15 th and Quarterly

PROJECT BUDGET SUMMARY: The total cost of the project is estimated at \$3,000,000. Grant funding through this Agreement will not exceed \$1,500,000, as indicated below, and is available for costs to complete the project including design, engineering and permitting.

Task No.	Task Description	Budget Category	Grant Funding
1	Design and Permitting	Contractual Services	\$1,500,000
2a	Progress Reports		\$0
		Total	\$1,500,000

**ATTACHMENT B
PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

Bill To:
Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333
Attn: Linda Chaisson

**Project: NFWFMD Contract Number 17-XXX
Woodville Sewer System Project Phase 1**

Date	Item/Activity	Description	Total Expended
Total Invoice Request			\$0.00

Limit of grant agreement	\$1,500,000.00
Amount previously paid	\$000,000.00
Amount due this invoice	\$000,000.00
<hr/>	
Amount of grant agreement remaining after this invoice (Line 1-(Line 2+Line 3)	\$000,000.00

Signature of Project Manager

Date

Summary of Activities Completed for Project #: _____; Invoice # _____

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWFMD Contract Number 17-____].

Signature

Date

Name (print)

Invoice Submittal Checklist	
Invoice containing:	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Summary of match (if applicable)
	Signature of Project Manager*
Additional required items:	
	Cover letter with signature of Project Manager ¹
	Detailed description of activities
	Detailed cost backup documentation ² - grant
	Detailed cost backup documentation ² - match
	Any other items required in agreement
	Project manager/engineer certification

¹Only one signature needed, either on invoice or cover letter.

²Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C
PROGRESS REPORT TEMPLATE**

[Project name & contract #]

Progress Report [or Final Report]

[Report start date] through [report end date]

[Summary of Requirements below – delete before submitting]

Progress Reports: The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District’s Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided.

Final Report: The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District’s Project Manager no later than the end of the Agreement period.

1. Description of project work completed during the reporting period [including contracting, design, etc.];
 - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions
3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component.
 - May be text and/or table

ATTACHMENT D

Special Audit Requirements

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWFMD," or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://www.cfda.gov/>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at

<https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's

Internet Data Entry System which can be found at:
<https://harvester.census.gov/facweb>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- C. The Auditor General's Office at the following address:

By Mail:
State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General

Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	C Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund, Line Item 1600	2016-2017	37.052	Florida Springs Grant Program	\$1,500,000	

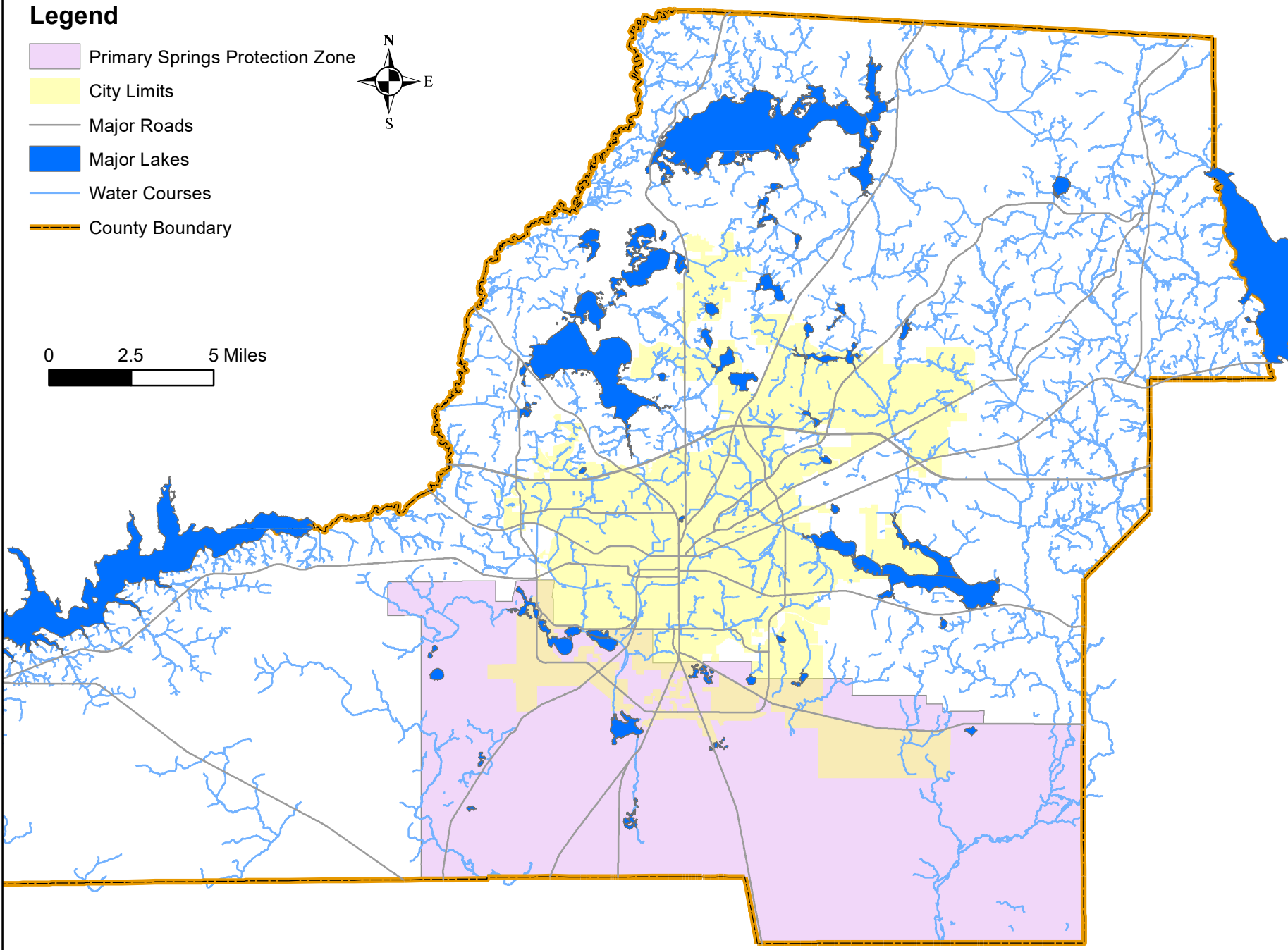
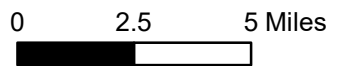
Total Award					\$1,500,000	
--------------------	--	--	--	--	--------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

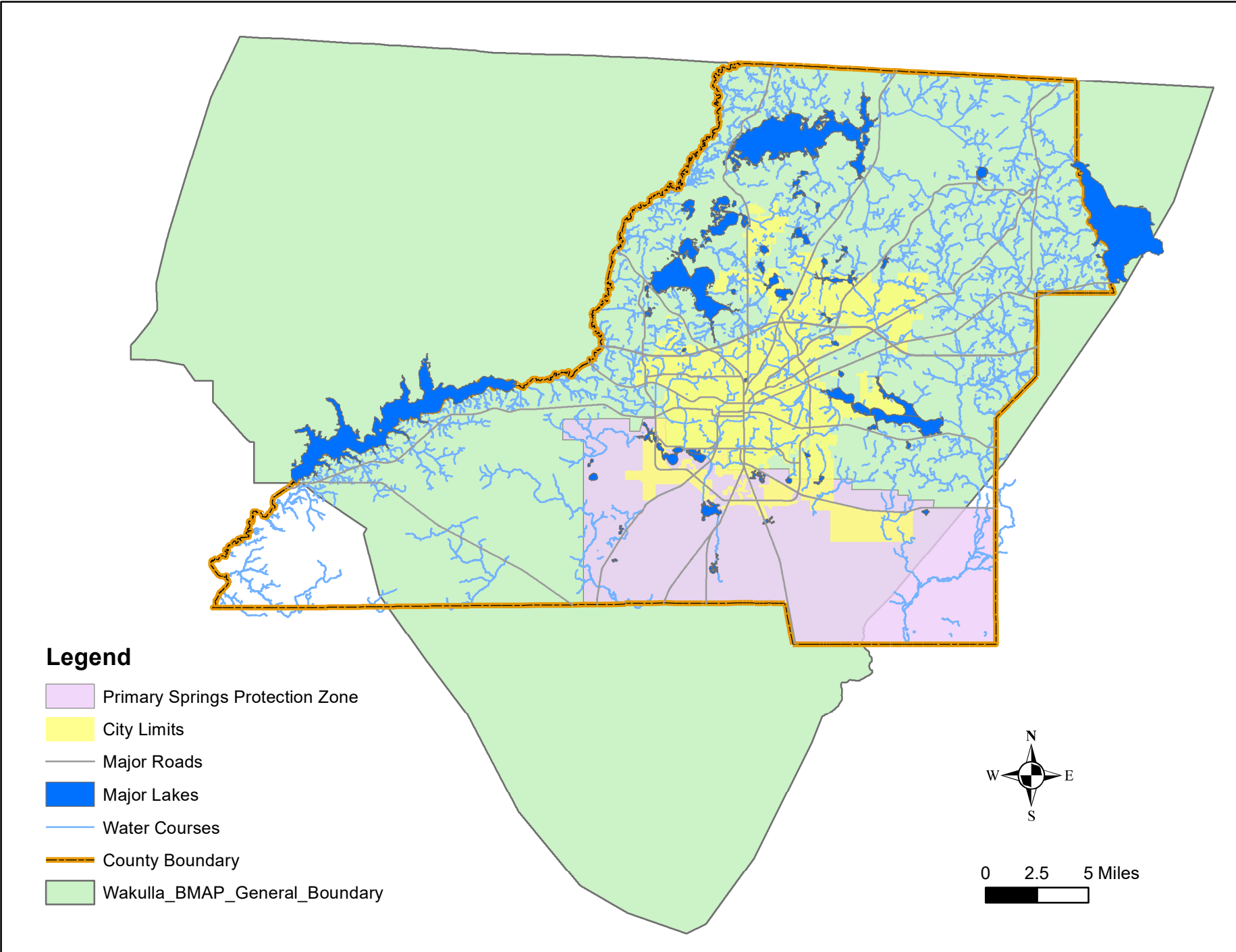
Leon County Primary Springs Protection Zone

Legend

-  Primary Springs Protection Zone
-  City Limits
-  Major Roads
-  Major Lakes
-  Water Courses
-  County Boundary

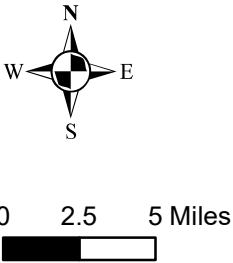


Wakulla Springs Basin Management Action Plan Extents

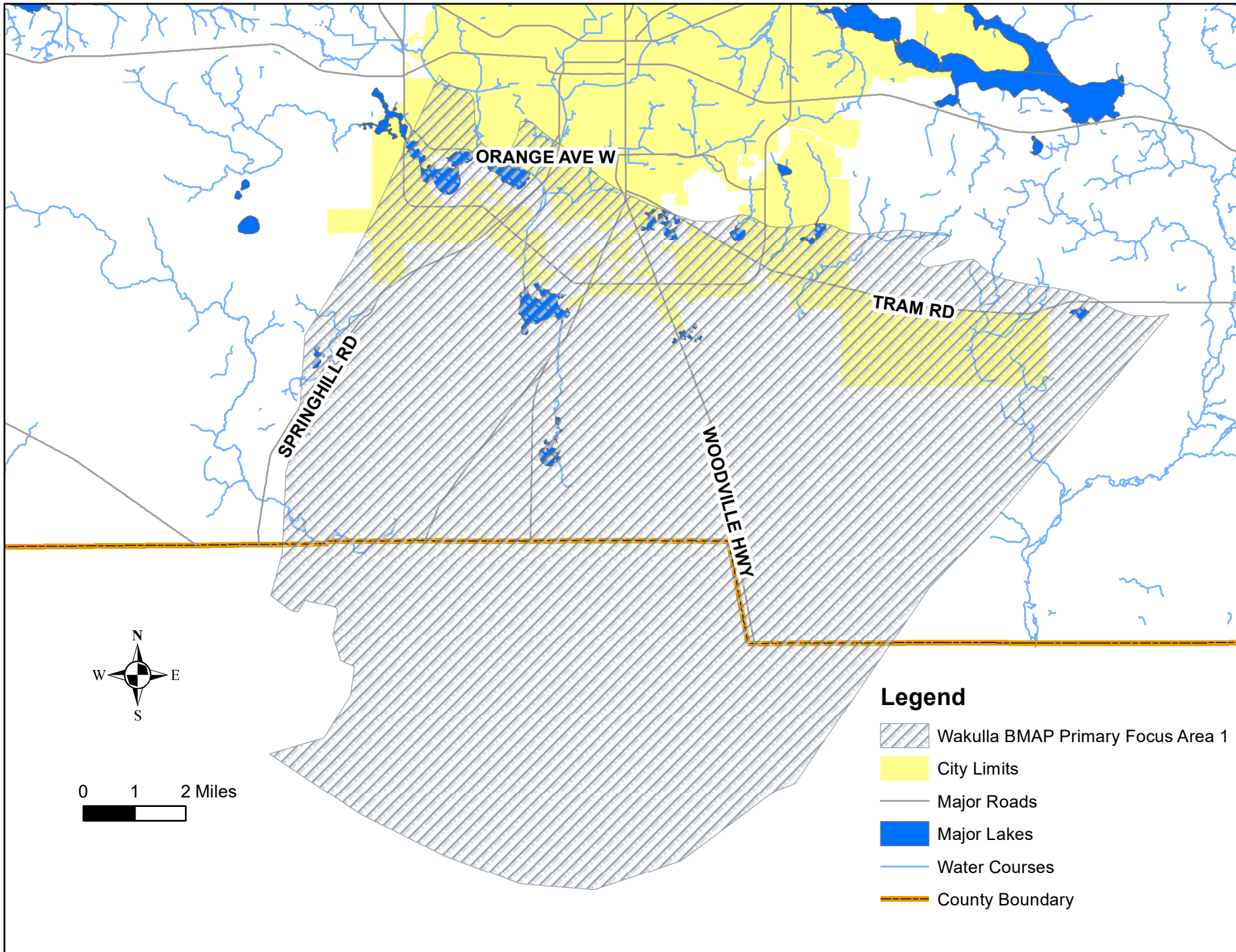


Legend

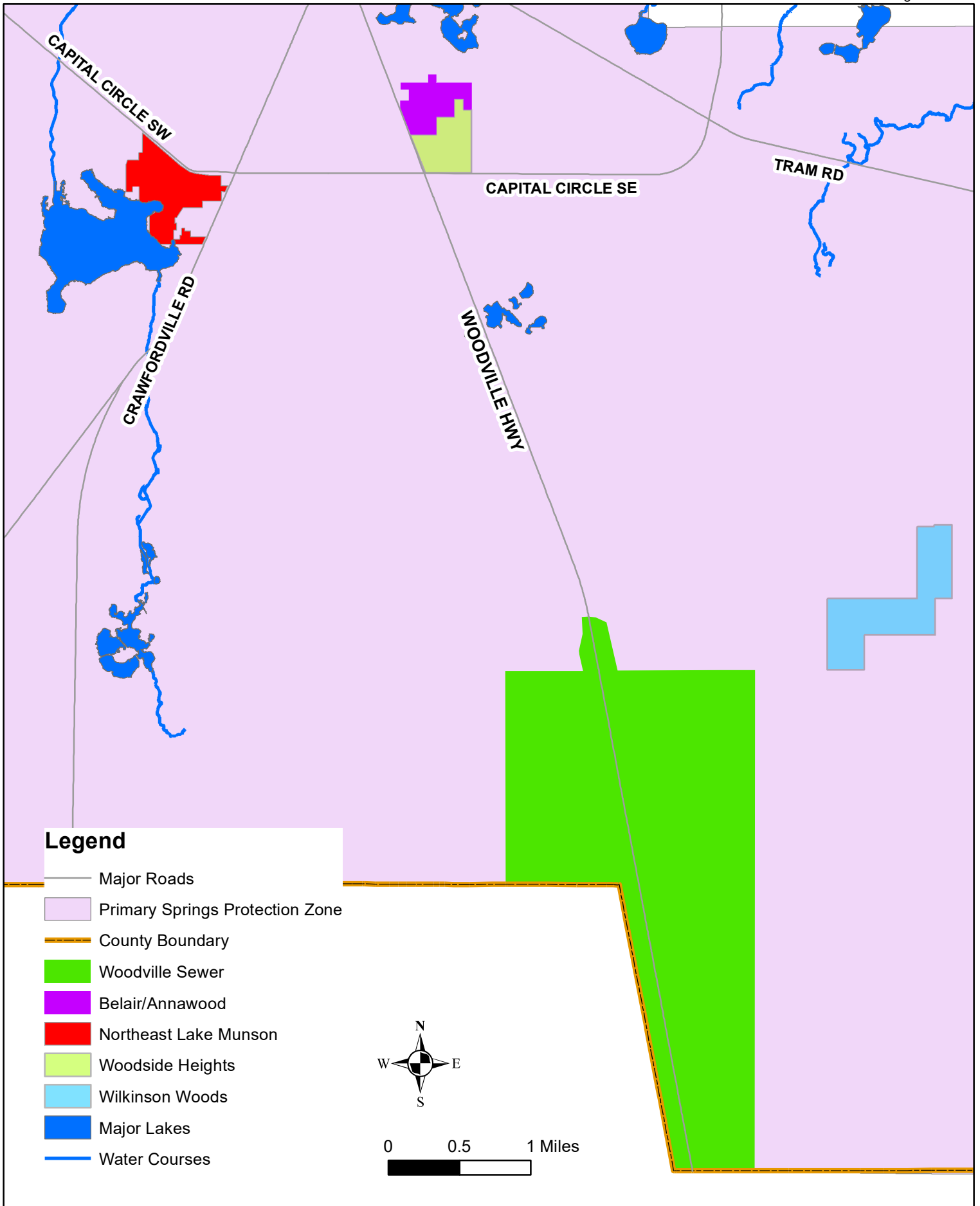
- Primary Springs Protection Zone
- City Limits
- Major Roads
- Major Lakes
- Water Courses
- County Boundary
- Wakulla_BMAP_General_Boundary



Wakulla Springs BMAP Primary Focus Area 1

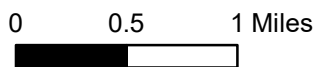


Project Area Locations



Legend

- Major Roads
- Primary Springs Protection Zone
- - - County Boundary
- Woodville Sewer
- Belair/Annawood
- Northeast Lake Munson
- Woodside Heights
- Wilkinson Woods
- Major Lakes
- Water Courses



**Cash Flow Analysis for
Springs Restoration Grant Projects**

Project	FY17-18	FY18-19	FY19-20	Totals
Woodville Sewer Design & Right of Way	\$2,000,000	\$1,000,000		\$3,000,000
<i>State grant share</i>	<i>\$1,000,000</i>	<i>\$500,000</i>		
<i>Leon County share</i>	<i>\$1,000,000</i>	<i>\$500,000</i>		
Northeast Lake Munson Design and Construction	\$200,000	\$600,000	\$4,700,000	\$5,500,000
<i>State grant share</i>	<i>\$100,000</i>	<i>\$300,000</i>	<i>\$2,350,000</i>	
<i>Leon County share</i>	<i>\$100,000</i>	<i>\$300,000</i>	<i>\$2,350,000</i>	
Belair/Annawood Design and Construction	\$100,000	\$300,000	\$3,100,000	\$3,500,000
<i>State grant share</i>	<i>\$50,000</i>	<i>\$150,000</i>	<i>\$1,550,000</i>	
<i>Leon County share</i>	<i>\$50,000</i>	<i>\$150,000</i>	<i>\$1,550,000</i>	

Total project costs per fiscal year \$2,300,000 \$1,900,000 \$7,800,000

**Leon County
Board of County Commissioners**

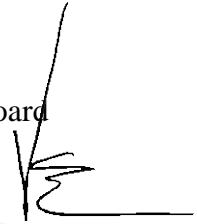
Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Collaboration with the Tallahassee Symphony Orchestra and The Village Square to Host the 2019 Created Equal Event

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

Statement of Issue:

This agenda item seeks approval to collaborate with the Tallahassee Symphony Orchestra and The Village Square to host the upcoming 2019 Created Equal event. The event will continue to build on the momentum of past Created Equal programs by inviting and engaging an even larger audience with a dynamic symphonic project followed by a facilitated conversation on race, ethnicity, and other crucial issues.

Fiscal Impact:

This item has a fiscal impact. The current funding level for the County's annual Created Equal event is \$10,000. The title sponsorship for the Created Equal event with Tallahassee Symphony Orchestra and Village Square is \$20,000. If approved an additional \$10,000 would be included in next year's budget, for a total of \$20,000.

Staff Recommendation:

Option #1: Approve the collaboration with the Tallahassee Symphony Orchestra and The Village Square to host the 2019 Created Equal event and include in next year's budget \$20,000 to be the title sponsor.

Report and Discussion

Background:

At the January 23, 2018 meeting, the Board directed staff to evaluate an agreement with the Tallahassee Symphony Orchestra and The Village Square to host the 2019 Created Equal event as part of a dynamic symphonic project.

County staff met with the Tallahassee Symphony Orchestra and The Village Square to explore an ambitious vision for the 2019 Created Equal event: a symphony featuring an African American composer and performers--along with Beethoven's 9th Symphony--at Ruby Diamond Concert Hall. The performance will be followed by a facilitated conversation for all attendees using the effective Created Equal model.

As event collaborators, the Tallahassee Symphony Orchestra and The Village Square are nationally recognized organizations with a long history in hosting community events and performances. Founded in 1979, the Tallahassee Symphony Orchestra's mission is to engage, enrich, and inspire people at all stages of life through great music. Also, The Village Square has been working for more than a decade to foster neighborly civic connections through engagement and conversation. These missions align with Leon County's efforts to continue to promote and grow the Created Equal program and reach an even larger and more diverse audience.

Recently elevated to a Strategic Initiative at the 2017 annual Board Retreat, Created Equal is conducted annually as part of the County's ongoing Citizen Engagement Series. Beginning in 2016, Created Equal has grown each year, most recently occurring on January 9, 2018 to a capacity crowd at The Moon. Past programs have featured inspirational speakers, Emmy-nominated television and stage performers, as well as local storytellers willing to share intimate moments in their lives.

This agenda item is essential to the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 23, 2018 meeting:

- *As part of Leon County's Citizen Engagement Series, conduct an annual "Created Equal" event to strengthen the County's commitment in tackling difficult subjects.(2017-12)*

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 decisions facing the community.*

Analysis:

To support the performance and subsequent community discussion, the Tallahassee Symphony Orchestra has requested \$20,000 from the County to be the title sponsor and presenter for the event. If the title sponsorship is approved by the Board, County staff and The Village Square will work with the Tallahassee Symphony Orchestra team to help promote and execute the 2019 Created Equal event. As a result of the County's support, funds will be used by the Tallahassee Symphony to increase and diversify attendance from across the community while reducing the participating cost for some attendees.

Held in early 2019, the two-part concert event titled "Ode to Understanding" will feature work by Joel Thompson and Beethoven. Joel Thompson is an African American composer, pianist, conductor, and educator.

Tallahassee Symphony Orchestra's vision is that the first half of the musical performance features Joel Thompson's "Seven Last Words of the Unarmed" in a powerful multi-movement work that quotes utterances from seven unarmed black men before they were shot and killed by authority figures. The concert's second half builds unity by presenting Beethoven's beloved 9th Symphony, considered the ultimate expression of humanity and brotherhood.

Following the performance, Leon County and The Village Square will lead a facilitated conversation about race, ethnicity, and other crucial issues using the successful Created Equal model.

Options:

1. Approve the collaboration with the Tallahassee Symphony Orchestra and The Village Square to host the 2019 Created Equal event and include in next year's budget \$20,000 to be the title sponsor.
2. Do not approve the collaboration with the Tallahassee Symphony Orchestra and The Village Square to host the 2019 Created Equal event and continue to include \$10,000 in next year's budget to fund the County's annual Created Equal event.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

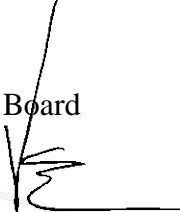
Notes for Agenda Item #15

Leon County Board of County Commissioners

Agenda Item

February 13, 2018

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Proposed Weatherization Modifications to the Capital City Amphitheater at Cascades Park

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri L. Post, Director, Division of Tourism Chris L. Holley II, Assistant to the Director Autumn Calder, Planning Manager, Blueprint IA Roger Cain, P.E., Project Manager, Blueprint IA

Statement of Issue:

This item recommends implementing modifications to the Capital City Amphitheater at Cascades Park to weatherize the stage and mitigate the sound level to adjacent neighborhoods.

Fiscal Impact:

This agenda item has a fiscal impact and adequate funds have been previously budgeted for these improvements from the Deepwater Horizon oil spill settlement agreement. The proposed improvements are estimated to be \$390,000 leaving a projected balance of \$190,000. Staff recommends any project balance be reallocated towards implementing the County's strategic initiative for placing solar on County buildings.

Staff Recommendation:

- Option #1: Approve the proposed weatherization modification elements to the Capital City Amphitheater at Cascades Park, authorize the County Administrator to proceed in coordination with the Blueprint Intergovernmental Agency and the City of Tallahassee, and execute any necessary documentation.
- Option #2: Approve reallocating the project balance to be considered in a budget discussion item for implementation of the County's strategic initiative for placing solar on County facilities.

Report and Discussion

Background:

This item seeks the Board's approval of the proposed weatherization modifications to the Capital City Amphitheater as outlined in the County's 2017-21 Strategic Plan. On January 26, 2016, the Board allocated \$586,692 from the British Petroleum (BP) Deepwater Horizon settlement specifically to identify design concepts and cost estimates for weatherization of the stage and shade for the permanent seating area with the funding priority being the stage (Attachment #1). The Board also provided guidance that the design concepts should also contemplate sound mitigation elements to further alleviate neighborhood concerns. At that time, the Board requested the CRA fund any shortfall related to the weatherization project from the Tourism Development Tax funds previously designated for the performing arts center.

The Capital City Amphitheater was constructed by the Blueprint Intergovernmental Agency (Blueprint) as part of the Cascades Park project, which opened on March 14, 2014. Construction of the Amphitheater was managed by Blueprint; the touring events performed in the Amphitheater are managed by the Leon County Division of Tourism via a contractor; and local events are managed by the City's Department of Parks, Recreation and Neighborhood Affairs (PRNA). Cascades Park and the Amphitheater are owned and operated by the City of Tallahassee which has final approval on any construction or alterations to these properties.

Since the Board provided its initial direction on January 26, 2016, this weatherization initiative has been delayed on several occasions due to paralleling consideration of projects in and around Cascades Park that would have affected the design parameters for weatherizing the Amphitheater. This includes the Blueprint Intergovernmental Agency's discussion of constructing a barrier wall along Cascades Park followed by the City's consideration of developing PRNA property in Myers Park, both of which contemplated sound mitigation impacts from the Amphitheater. Once these projects were no longer being considered, the project team was able to move forward on the weatherization initiative.

The weatherization project team, including representatives from the Division of Tourism, PRNA, and Blueprint, contracted an architect through the County's continuing services agreement to develop conceptual weatherization improvement design options. After initially exploring a cover for the permanent seats, the City objected to the aesthetic impacts to both the Park and Amphitheater. As a result, the remaining design parameters for the weatherization modifications were outlined to serve the following purposes:

- a. Better protect the front of the stage from rain
- b. Control blowing rain from the backside of the stage
- c. Divert water that runs down the stairwells onto the stage
- d. Protect the existing electrical outlets
- e. Protect the existing house audio equipment cabinet

The design parameters of the weatherization modifications also needed to take into consideration the following constraints:

- a. The aesthetics of the open Amphitheater view from the park to the State Capitol
- b. The potential impact of construction to the existing foundations
- c. The structural capacity of the existing canopy tensile fabric and structure
- d. The degree of modifications within Meridian Marker Plaza (to be minimal)

The weatherization modifications are essential to the following FY2017-FY2021 Strategic Initiative that the Board approved at the January 23, 2018 meeting:

- Utilizing a portion of the BP settlement funds, identify solutions for weatherization of the Capital City Amphitheater, inclusive of potential sound mitigation elements. (2016-1)

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

- (EC 4) Grow our tourism economy, its diversity, competitiveness and economic impact

Analysis:

Events held in the Capital City Amphitheater are impacted by even the lightest of rain due to the tendency of the roof to drip rain onto the stage and electrical area. In early 2017, Blueprint retained the services of a local architectural firm to provide concept design options to address the rain impacts on the stage and conducted a preliminary acoustics study. To further alleviate the neighborhood concerns of sound intrusion, all proposed improvement options to the stage area did contemplate sound mitigation elements in the design and construction options.

The proposed weatherization improvements include the design and construction of an addition to the stage front canopy structure, proceeding with the purchase of new speakers and sound absorption panels, the construction of a drainage system at the back of the stage, and construction of a concrete pedestal to raise the existing sound equipment cabinet.

Based upon the weatherization needs and project constraints, a modification of the existing canopy structure above the front of the stage is recommended to provide an extension of rain protection for performers (Attachment #2). The existing structure is currently under the original manufacturer's warranty and liability. As such, Fabritec, the original manufacturer of the Amphitheater truss and structural fabric, is recommended to be contracted for the design and construction of an eyebrow addition to avoid a void of the warranty due to modifications by a third party. A preliminary feasibility study was conducted; however, a local structural engineer is anticipated to be contracted to coordinate with Fabritec and verify the integrity of the existing foundations. Blueprint will manage the design and construction of the canopy extension and report to the Leon County Division of Tourism, as the fiscal agent.

The proposed modifications to the canopy will allow placement of two digitally steered column array speakers and two cardioid subwoofers and amplifiers to provide improved directionality of sound into the audience and diminish the level of sound projected outside the Amphitheater. The new speakers were approved for purchase by Blueprint on September 28, 2015; however it was later decided to place this purchase and installation on hold pending weatherization modifications that might potentially impact the speaker placement recommendation. Additionally, PRNA has researched viable options and is prepared to purchase removable sound absorption panels for use during house events to further mitigate sound impacts on the neighborhood.

The construction of a drainage collection system and a concrete pedestal to raise the audio equipment cabinet is needed to address rain water issues at the Amphitheater. This work would be managed by the City of Tallahassee and under their Department of Parks, Recreation and Neighborhood Affairs purview. The proposed drainage system would be constructed at the back of the stage between the stairwells, by capturing water flow from Meridian Plaza and water from the ramp inside the theater, while also featuring pedestrian friendly trench drains (Attachment #3). This would prevent water, in most rain events, from flowing down the stairs onto the back of the stage. To better protect the audio equipment cabinet, currently at ground level, a concrete pedestal would be erected to elevate the audio equipment cabinet on the Amphitheater floor (Attachment #4). The design and construction of these two projects would be managed by PRNA, with assistance from Blueprint if needed, and the Division of Tourism as the fiscal agent.

Should the Board approve of the proposed weatherization elements, the Division of Tourism will continue to work with Blueprint and the City of Tallahassee to implement the modifications. Blueprint will proceed with the purchase and installation of the new speakers and can immediately begin on the design and construction of the canopy extension, with completion of the eyebrow canopy installation by early 2019 in order to work around the Amphitheater's peak utilization seasons. The City of Tallahassee could also begin immediately on the design, demolition and construction plans for the trench drain system and sound equipment cabinet, with an anticipated completion date by early 2019. The sound absorption panels would be purchased and utilized immediately.

The proposed weatherization improvements for the Amphitheater are estimated to cost \$390,000. Pending final project costs being developed over the next two months a project balance of \$190,000 of the \$586,692 budget is projected. An option for the Board's consideration is reallocating the project balance to fund the County's strategic initiative to place for solar on County facilities. Inherent in the BP oil spill is the dependence on oil for nearly all of the energy needs of Leon County and the country as a whole. An opportunity exists to demonstrate the County's commitment to utilizing alternative renewable fuels. The approximately \$190,000 in funding would be contemplated as part of a budget discussion item for implementation of the solar strategic initiative.

Options:

1. Approve the proposed weatherization modification elements to the Capital City Amphitheater at Cascades Park, authorize the County Administrator to proceed in coordination with the Blueprint Intergovernmental Agency and the City of Tallahassee, and execute any necessary documentation.
2. Approve reallocating the project balance to be considered in a budget discussion item for implementation of the County's strategic initiative for placing solar on County facilities.
3. Do not approve the proposed weatherization modification elements to the Capital City Amphitheater at Cascades Park.
4. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. January 26, 2016 Board Retreat Ratification Item
2. Canopy Rendering
3. Trench Drain
4. Audio Equipment Cabinet

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

January 26, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Board Actions Taken at the December 7, 2015 Annual Retreat and Approval of Revised Leon County Strategic Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Lead Staff/ Project Team:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Assistant to the County Administrator

Fiscal Impact:

While this item has no immediate fiscal impact, certain proposed Strategic Initiatives may have future financial impacts. Inclusion of a Strategic Initiative within the Board's Strategic Plan does not commit the Board to future funding.

Staff Recommendation:

Option #1: Ratify the actions taken by the Board during its December 7, 2015 Annual Retreat, and approve the Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended (Attachment #1).

Report and Discussion

Background:

During the December 12, 2011 retreat, the Board initiated a two-year strategic planning process, which included identifying its Vision Statement, Core Values, Core Practices, and four Strategic Priorities which focused on the Economy, Environment, Quality of Life, and Governance. On December 13, 2011, the Board ratified the actions it had taken during the Board Retreat, and on February 28, 2012, the Board approved 84 Strategic Initiatives, which put those Strategic Priorities into action.

During the December 10, 2012 retreat, the Board refined its Vision Statement, some of its Strategic Priorities and Strategic Initiatives, and identified 25 new Strategic Initiatives. The updated Strategic Plan was adopted on January 29, 2013.

During the December 9, 2013 retreat, the Board adopted 15 more Strategic Initiatives, and transitioned to a five-year planning cycle. Leon County's FY 2012 – FY 2016 Strategic Plan, adopted on January 21, 2014, included a total of 124 Strategic Initiatives.

An outcome of the December 8, 2014 Board Retreat the Commission added 12 new Strategic Initiatives to the FY 2012 through FY 2016 Strategic Plan for a total of 136 initiatives.

On September 29, 2015, the Board approved the proposed agenda for the December 7, 2015 Board retreat. Reflective of the day's discussions the Commission added 19 new Strategic Initiatives to the FY 2012 through FY 2016 Strategic Plan for a total of 155 initiatives.

Analysis:

The 2015 Board Retreat served as the last in a 5-year cycle in guiding the FY 2012 – 2016 Strategic Plan. Next year's December 2016 Board Retreat will serve as a renewal year and will feature a format to facilitate the development of the FY 2017 – 2021 Strategic Plan.

Consistent with the Board's direction, the December 7, 2015 Retreat included six issues on the day's agenda which began with staff presentation including possible Strategic Initiatives for Board consideration and was followed by Board discussion:

1. Strengthening the Community Human Service Partnership (CHSP) - As part of the July 7, 2015 Budget Workshop the Board directed staff to schedule a CHSP workshop with the United Way to receive an update and gain an understanding of the procedures regarding the eligibility or organizations for funding, and the process of applying for funding through the CHSP process. In lieu of discussion of CHSP as a component of the 2015 Board Retreat the Board directed that the Workshop be canceled. Discussion included adding a new funding category for non-direct human service providers and the role of the CHSP Executive Committee.
2. Development of the Community Paramedic Program - At the December 10, 2013 meeting, the Board directed staff to modify the Strategic Initiative regarding EMS so that the county can continue to pursue assistance for the start-up costs of a Community Paramedic Program. The Department of Health has since awarded the County a matching grant in the amount of \$57,735 towards the cost of implementation of the program. Due to the extensive nature of the Community Paramedic Program and the need to ensure it is developed to meet the unique healthcare needs of the community the Board approved the hiring of a consultant. A community meeting held in December sought input and support by key industry stakeholders. A preliminary report and findings was presented as a component of the Board Retreat.

3. Opportunities to Further Enhance the Cascades Amphitheater – As a component of the May 12, 2015 STAGE Committee report, a series of capital improvements were recommended. Enhancements include items such as weatherproofing, sound mitigation, and permanent restrooms. Funding for these projects has not yet been allocated. Since the May report, Leon County has accepted a settlement agreement with BP for impacts to the local economy resulting from the BP Deepwater Horizon oil spill.

The Board considered utilizing these funds in part to achieve site enhancements, specifically regarding weatherproofing the amphitheater stage. Additionally these funds provide an opportunity to develop marquee events featuring high level headlining artists and events that would otherwise be viewed as cost prohibitive, to be held at the Capital City Amphitheater. The combined enhancements will directly promote tourism through economic development and further leverage the effects of the BP settlement funds.

4. Crafting the LIFE Program Guidelines – The Livable Infrastructure For Everyone (LIFE) program recognizes that, given the considerable investment of the penny sales tax, no one should be without basic infrastructure in Leon County in the 21st century. Two percent of the penny sales tax proceeds, an estimated \$15.1 million, will be dedicated to funding LIFE projects that address small-scale infrastructure needs within incorporated or unincorporated Leon County. A formal framework for the selection and prioritization of potential projects that could be funded through the LIFE program are not yet formalized. The Retreat provided a platform to discuss these protocols and programmatic standards.
5. Planning Ahead: The Urban Services Boundary and Available Future Housing – The Planning Department presented an update on the capacity of and challenges of the existing boundaries of the Urban Services Area (USA) and the related housing stock. Providing a common understanding of major housing projects and long range planning considerations provided the background for discussion of urban infill.
6. Examining Essential Components of Our Economic Vitality – Four components of the economic vitality program were reviewed; entrepreneurship, convention center, Blueprint 2000, and Leon Works. Discussion involved the formalizing the Leon Investment For Thriving Startups (LIFTS) program; support of legislation for the local option High Tourism Impact Tax; development of a contract with EDC to provide administrative needs for the Economic Development segment of the 2020 Sales Tax; creation of an apprenticeship-like program and engaging partners to host the 2016 Leon Works Expo.

As a result of the six key issues, a total of 13 new initiatives were added to ensure staff's actions align with the Board's strategic priorities. Commissioners also reviewed the progress made with respect to its current Strategic Initiatives.

Strategic Initiatives Status Report: During the retreat, the County Administrator provided highlights of the Strategic Initiatives Status Report, which was included in the retreat materials. He noted that, of the 136 Strategic Initiatives currently approved by the Board, 124 (91%) were completed with work continuing on the remaining 12 initiatives. The County Administrator noted that categorizing a Strategic Initiative as completed does not necessarily mean that work is completed. Rather, the completion of a Strategic Initiative often leads to an ongoing program and ongoing support.

During the remainder of the day the Commission engaged in open discussion identifying additional new initiatives for the upcoming year, all of which support and advance its Strategic Priorities.

New Strategic Initiatives: The following reflects the new Strategic Initiatives the Board approved during the December 7, 2015 retreat. The initiatives are reflected in the Leon County Strategic Plan for FY 2012 through FY 2016, with changes identified in strike through underline format (Attachment #1) and in final format (Attachment #2).

1. Engage the City and United Way to expand the eligibility for CHSP and to establish a new funding category for non-direct human service providers. (Q3, G5)
2. Establish the annual County CHSP funding commitment early in the budget process as a set amount (not as a maximum funding level). (G5)
3. Establish a formalized approach to utilize the CHSP Executive Committee, as the lead entity for the on-going implementation of the CHSP process by (G1, Q3):
 - Eliminating the existing JPB and associated Leadership Team committee.
 - Working with the City and United Way, prepare the appropriate documents for Board consideration that establishes the committee's and governing partners' responsibilities, including, but not limited to: meeting schedule to provide certainty for continuous agency input; process for making changes to CHSP policies and procedures; establish a technical review committee to evaluate trends and community data for possible recommendations to the Executive Committee.
4. Implement strategies to improve medical outcomes and survival rates including: continue to pursue funding for community paramedic telemedicine; and engage vested community partners in the development of a Community Paramedic Program that includes program parameters designed to meet local needs and a sustainable economic model to be presented for consideration during the FY17 budget process. (Q2, Q3)
5. Through utilization of \$160,000 in BP settlement funds pursue programming for the Capital City Amphitheater at Cascades Park to include subsidies for two to four concerts over the next two years in order to put on marque events featuring well known headlining artists and events that would otherwise be viewed as cost prohibitive. (Q4, EC4)
6. Identify design concepts and cost estimates for weatherization of the stage and shade for the permanent seating area with the funding priority being the stage utilizing \$586,692 from the BP settlement. Request the CRA to fund any shortfall related to the weatherization project from the existing \$5.0 million in Tourism Development Tax allocation. These design concepts should also contemplate sound mitigation elements to further alleviate neighborhood concerns. (Q4, EC4)
7. Develop a selection and implementation policy for the LIFE sales tax category funding for consideration during the FY2017 budget process. (Q2, Q5, G1)
8. As part of the inclusionary housing review being conducted with the Land Use Element rewrite, evaluate potential impediments or opportunities to infill housing development, particularly within the Southern Strategy Area. (Q6, EN2)
9. Formalize the Leon Investment For Thriving Startups (LIFTS) program. Continue to engage with local entrepreneurs and the startup community to identify ways to provide assistance by giving these businesses a lift. (EC2, EC7, G2)
10. Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities in order to levy a sixth cent to support the convention center and arena district. (EC3, EC4, EC7)

11. Develop a unified contract detailing the role of the EDC in administering, staffing needs, and adequate funding, for the implementation of the Blueprint 2020 Economic Development of the sales tax. (G5)
12. Create a proposed structure for an apprenticeship-like program for the Board's consideration during the budget process in support of local existing academic programs in skilled career fields such as fleet management, building maintenance/ construction, computer technology, graphic design, public safety, and other fields that require more than a high school diploma but less than a four-year degree. (EC2, EC6)
13. Engage community partners, such as Leon County Schools and CareerSource, to host the Leon Works Expo in 2016. (EC2, EC3, EC6)
14. Support Commissioner Desloge during his term as NACo President. (G2)
15. Work with the federal Bureau of Prisons to utilize a portion of the federal prison land for the expansion of Tom Brown Park ballfields. (Q1, G2)
16. Perform a Sense of Place study for the Miccosukee community. (Q5, EC1)
17. Reevaluate current market conditions for the opportunity for the County to institute a residential PACE program. (EN2, EN3, EN4)
18. Develop a public education campaign on bicycle and pedestrian safety with community partners. (Q2, Q7, EN3)
19. Coordinate partners in the creation of a North Monroe Corridor Task Force for the purposes of revitalization. (Q7, EN2, EC1)

The Board additionally identified the following action items during the Retreat:

1. Prepare an agenda item that includes:
 - a. A status report on the crisis intervention and adult civil citation program.
 - b. A review of mental health treatment services and capacity, as well as the County's role in support of such facilities (ie: mental health and residential treatment facility).
2. Prepare an agenda item to evaluate creating regulations allowing dogs at appropriate restaurant outdoor areas.
3. Prepare a budget discussion for possible trails at the Northeast Park property.
4. Prepare an agenda item that provides an analysis on the status of the Market Street project including opportunities for the County to assist in related projects.
5. Prepare an agenda item evaluating the airing of BCC meeting through public access and/or WCOT.
6. Prepare a status report on engaging with State of Florida ("charm offensive") inclusive of regular meetings, welcome packets etc.
7. Prepare an agenda item that reviews core capital projects and ongoing initiatives in support of the southside including the County's specific role and responsibilities related to the citing of a new southside school.
8. Prepare a budget discussion on enhanced future funding for boat landings, and an update on sidewalk projects and funding.
9. The Board also discussed the value of proactive and meaningful community dialog on race relations. To be discussed at a future Citizen Engagement Series.
10. Coordinate community partners in collecting/analyzing emerging and existing clusters data which will be used to populate and maintain an economic development layer in GIS; if needed, prepare a budget discussion item.

Upon receipt of the Board's approval of the amended Strategic Plan, staff will finalize for publication and distribution.

Options:

1. Ratify the actions taken by the Board during its December 7, 2015 Annual Retreat, and approve the Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended (Attachment #1).
2. Do not ratify the actions taken by the Board during its December 7, 2015 Annual Retreat, and do not approve the Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended, with changes identified in strike through underline format
2. Proposed Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended, with proposed changes accepted



LEON COUNTY BOARD OF COUNTY COMMISSIONERS

STRATEGIC PLAN

FY 2012 - FY 2016

Vision

As home to Florida's capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community's precious resources, the catalyst for engaging citizens, community, business and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals.

Core Values

We are unalterably committed to demonstrating and being accountable for the following core organizational values, which form the foundation for our people focused, performance driven culture:

- **Service**
- **Relevance**
- **Integrity**
- **Accountability**
- **Respect**
- **Collaboration**
- **Stewardship**
- **Performance**
- **Transparency**
- **Vision**



Strategic Priorities and Initiatives

Strategic Priority - Economy - *To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy. (EC)*

- (EC1) - Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (2012)
- (EC2) - Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- (EC3) - Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority at Innovation Park. (2012) (rev. 2015)
- (EC4) - Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (2012)
- (EC5) - Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (2012)
- (EC6) - Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (2012)
- (EC7) - Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (2013)

Strategic Initiatives – Economy

- (EC1, G3, G5) - Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee (2012)
- (EC1, G3, G5) - Develop a proposed economic development component for the Sales Tax extension being considered (2013)
- (EC1, G5) – Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County (2014)
- (EC1, G5) - Work with the City of Tallahassee and Blueprint to implement the Sales Tax extension, including the Economic Development portion (2015)
- (EC1, G5) - Identify projects that may be advance-funded as part of the Sales Tax extension (2015)
- Implement strategies that encourage highest quality sustainable development, business expansion and redevelopment opportunities, including:
 - (E2) - Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity (rev. 2013);
 - (EC2) - Consider policy to encourage redevelopment of vacant commercial properties (2012); and
 - (EC2) - Consider policy to continue suspension of fees for environmental permit extensions (2012)
- Implement strategies that support business expansion and job creation, including:
 - (EC2) - Evaluate start-up of small business lending guarantee program (2012);
 - (EC2) - Identify local regulations that may be modified to enhance business development;
 - (EC2) - Implement Leon County 2012 Job Creation Plan (2012);
 - (EC2) - Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors (2014);
 - (EC2, EC6) - Evaluate and identify the projected unmet local market for middle-skill job opportunities (2015); and
 - (EC2, EC6) - Based upon the projected unmet local market for middle-skill jobs, and with Board approval, collaborate with community and regional partners to host a new “Leon Works” exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities (2015)
 - [\(EC2, EC6\) - Create a proposed structure for an apprenticeship-like program for the Board’s consideration during the budget process in support of local existing academic programs in skilled career fields such as fleet management,](#)

- [building maintenance/ construction, computer technology, graphic design, public safety, and other fields that require more than a high school diploma but less than a four-year degree. \(2016\)](#)
- [\(EC2, EC3, EC6\) Engage community partners, such as Leon County Schools and CareerSource, to host the Leon Works Expo in 2016. \(2016\)](#)
- [\(EC2, EC7, G2\) - Formalize the Leon Investment For Thriving Startups \(LIFTS\) program. Continue to engage with local entrepreneurs and the startup community to identify ways to provide assistance by giving these businesses a lift. \(2016\)](#)
- [\(EC2, EC3\) - Implement strategies to support the Leon County Research and Development Authority at Innovation Park and promote commercialization and technology transfer, including:](#)
 - using being a catalyst for a stakeholder's forum (2012) (rev. 2015)
- (EC3) - Coordinate efforts, with institutions of higher learning and other partners, to support local entrepreneurs (2015)
- Implement strategies that promote the region as a year round destination, including:
 - (EC4, Q1, Q4) - Evaluate competitive sports complex with the engagement of partners such as KCCI (2012);
 - (EC4) - Support VIVA FLORIDA 500 (2012);
 - (EC4) - Develop Capital Cuisine Restaurant Week (2012);
 - (EC4) - Support Choose Tallahassee initiative (2012); and
 - (EC4, Q1) - Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (2014)
- Implement strategies that assist local veterans, including:
 - (EC5) - Hold "Operation Thank You!" celebration annually for veterans and service members (rev. 2013);
 - (EC5, EC6) - Develop job search kiosk for veterans (2012);
 - (EC5, EC6, Q3) - Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans (2012); and
 - (EC5, EC6, Q3) - Consider policy to waive EMS fees for uninsured or underinsured veterans (2012)
- (E6, Q2) - Implement strategies to promote work readiness and employment, including: provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners (2012)
- (EC7) - Extend the term of Leon County's Local Preference Ordinance (2013)
- (EC1, EC4) - Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration (2014)
- (EC1, Q6, Q7) – Support sector planning for the area surrounding Veterans Affairs' outpatient clinic (2014)
- [\(EC1, Q6, Q7\) – Engage in a needs assessment for the Bradfordville Study Area \(2014\)](#)
- [\(EC3, EC4, EC7\) Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities in order to levy a sixth cent to support the convention center and arena district. \(2016\)](#)

Ongoing Support (Highlights) – Economy

- (EC1, Q2) - Develop and maintain County transportation systems, including roads, bike lanes, sidewalks, trails, and rights-of-way (2012)
- (EC2, G2) - Implement Department of Development Support & Environmental Management Project Manager, and dual track review and approval process (2012)
- (EC2) - Partner with and support the Economic Development Council, Qualified Targeted Industry program, Targeted Business Industry program, and Frenchtown/Southside and Downtown Redevelopment Areas (2012)
- (EC3) - Support and consider recommendations of Town and Gown Relations Project (2012)
- (EC4) - Promote region as a year round destination through the Fall Frenzy Campaign, and by identifying niche markets (2012)
- (EC5, EC6, Q3) - Collaborate with United Vets and attend monthly coordinating meetings, support Honor Flights, provide grants to active duty veterans, assist veterans with benefits claims, provide veterans hiring preference, waive building permit fees for disabled veterans, and fund Veterans Day Parade as a partner with V.E.T., Inc. (2012)

- (EC6, G3) - Provide internships, Volunteer LEON Matchmaking, Summer Youth Training program, 4-H programs, EMS Ride-Alongs, and enter into agreements with NFCC and TCC which establish internship programs at EMS for EMS Technology students (2012)

DRAFT

Strategic Priority - Environment - *To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)*

- (EN1) - Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013)
- (EN2) - Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (2012)
- (EN3)- Educate citizens and partner with community organizations to promote sustainable practices. (2012)
- (EN4) - Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (2012)

Strategic Initiatives - Environment

- Implement strategies that protect the environment and promote orderly growth, including:
 - (EN1, EN2) - Develop Countywide Minimum Environmental Standards (2012);
 - (EN1, EN2) - Develop minimum natural area and habitat management plan guidelines (2012);
 - (EN1, EN2, Q9) - Integrate low impact development practices into the development review process (2012);
 - (EN1, EN2) - Consider mobility fee to replace the concurrency management system (2012);
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes (2012) ;
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for new construction (2013); and
 - (EN1, EN2, G2) - Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)
- (EN1, EN2) - Implement strategies to protect natural beauty and the environment, including: update 100-year floodplain data in GIS based on site-specific analysis received during the development review process (2012)
- Implement strategies which plan for environmentally sound growth in the Woodville Rural Community, including:
 - (EN1, Q5) - Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension (2012); and
 - (EN1, EN2, Q5) - Promote concentrated commercial development in Woodville (2012)
- Continue to work with regional partners to develop strategies to further reduce nitrogen load to Wakulla Springs, including:
 - (EN1, EC4) - Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report (2012); and
 - (EN1) - Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County (2013)
- Implement strategies to promote renewable energy and sustainable practices, including:
 - (EN4) - Complete construction of Leon County Cooperative Extension net-zero energy building (2012);
 - (EN2, EN3, EN4) - Pursue opportunities to fully implement a commercial and residential PACE program (2012);
 - [\(EN2, EN3, EN4\) - Reevaluate current market conditions for the opportunity for the County to institute a residential PACE program. \(2016\)](#)
 - (EN3, Q5, EC6) - Consider policy for supporting new and existing community gardens on County property and throughout the County (2012);
 - (EN3, Q5, EC6) - Expand the community gardens program (2013);
 - (EN4, G5) - Develop energy reduction master plan (2012); and
 - (EN4) - Further develop clean - green fleet initiatives, including compressed natural gas (rev. 2013)
- Develop and implement strategies for 75% recycling goal by 2020, including:
 - (EN4) - Evaluate Waste Composition Study (2012);
 - (EN4) - Identify alternative disposal options (2012);
 - (EN4) - Explore renewable energy opportunities at Solid Waste Management Facility (rev. 2013); and
 - (EN4) - Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (2013)

Ongoing Support (Highlights) – Environment

- (EN1) - Develop and maintain County stormwater conveyance system, including enclosed systems, major drainage ways, stormwater facilities, and rights-of-way (2012)
- (EN1, EN3) - Provide Greenspace Reservation Area Credit Exchange (GRACE) (2012)
- (EN2) - Provide canopy road protections (2012)
- (EN1, EN4) - Provide Adopt-A-Tree program (2012)
- (EN1, EN3) - Provide hazardous waste collection (2012)
- (EN) - Provide water quality testing (2012)
- (EN1) - Implement the fertilizer ordinance (2012)
- (EN3) - Provide state landscaping and pesticide certifications (2012)
- (EN3) - Conduct Leon County Sustainable Communities Summit (2012)

DRAFT

Strategic Priority - Quality of Life - *To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)*

- (Q1) - Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (rev. 2013)
- (Q2) - Provide essential public safety infrastructure and services which ensure the safety of the entire community. (2012)
- (Q3) - Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (rev. 2013)
- (Q4) - Enhance and support amenities that provide social offerings for residents and visitors of all ages. (rev. 2013)
- (Q5) - Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (2012)
- (Q6) - Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (2012)
- (Q7) - Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (2012)
- (Q8) - Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning. (2013)
- (Q9) - Support the development of stormwater retention ponds that are aesthetically pleasing to the public and located in a manner that protects strong neighborhoods. (2013)

Strategic Initiatives - Quality of Life

- Implement strategies through the library system which enhance education and address the general public's information needs, including:
 - (Q8, EC1, EC6) - Complete construction of the expanded Lake Jackson Branch Library and new community center (2012); and
 - (Q8, EC1, EC6) - Relocate services into the expanded facility (2012)
- Implement strategies which advance parks, greenways, recreational offerings, including:
 - (Q1, EC1, EC4) - Explore extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette (2012);
 - (Q1, EC1, EC4) - Update Greenways Master Plan (2012);
 - (Q1, EC1, EC4) - Develop Miccosukee Greenway Management Plan (2012); and
 - (Q1, EC1, EC4) - Develop Alford Greenway Management Plan (2012)
- Expand recreational amenities, including:
 - (Q1, Q5, EC1, EC4) - Complete construction of Miccosukee ball fields (2012);
 - (Q1, EC1, EC4) - Continue to plan acquisition and development of a North East Park (2012);
 - (Q1, EC1, EC4) - Develop Apalachee Facility master plan to accommodate year-round events (rev. 2013);
 - (Q1, Q5, EC1, EC4) - Continue to develop parks and greenways consistent with management plans including Okeehoopkee Prairie Park, Fred George Park and St. Marks Headwater Greenway (2012);
 - (Q1, EC1) - In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields (2013); and
 - [\(Q1, G2\) - Work with the federal Bureau of Prisons to utilize a portion of the federal prison land for the expansion of Tom Brown Park ballfields. \(2016\)](#)
- [\(Q4\)](#) - Further establish community partnerships for youth sports development programs (2014)
- (Q1, EC1, Q9) - Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative (2012)
- Provide essential public safety infrastructure and services, including:
 - (Q2, EC2) - Complete construction of Public Safety Complex (2012);
 - (Q2) - Consolidate dispatch functions (2012); and
 - (Q2) - Successfully open the Public Safety Complex (2013); and
 - (Q2) - Develop a Leon County "Crisis Management Communication Plan" (2015)
 -

- ~~(Q1, Q2)~~ - Implement strategies to improve medical outcomes and survival rates, ~~and to prevent injuries,~~ including:
 - ~~(Q2, Q3) - Continue to pursue funding for community paramedic telemedicine (2012) (rev. 2014); and~~
 - ~~(Q2, Q3) - Engage vested community partners in the development of a Community Paramedic Program that includes program parameters designed to meet local needs and a sustainable economic model to be presented for consideration during the FY17 budget process (2016)~~
- Implement strategies to maintain and develop programs and partnerships to ensure community safety and health, including:
 - (Q2, Q3) - Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership, and in ASPCA ID ME Grant (2012);
 - (Q3) - Implement procedures for residents to take full advantage of the NACO Dental Card program (2013);
 - (Q3) - Consider establishing a Domestic Partnership Registry (2013); and
 - (Q3, G2) - Provide an early budget discussion item regarding primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the local criminal justice system (2015)
- Implement strategies that support amenities which provide social offerings, including:
 - (Q4, EC1, EC4) - Consider constructing Cascade Park Amphitheater, in partnership with KCCI (2012);
 - (Q4, EC4) - Consider programming Cascade Park Amphitheater (2012)
 - (Q4, EC4) Through utilization of \$160,000 in BP settlement funds pursue programming for the Capital City Amphitheater at Cascades Park to include subsidies for two to four concerts over the next two years in order to put on marquee events featuring well known headlining artists and events that would otherwise be viewed as cost prohibitive. (2016);
 - (Q4) – Work with the city to celebrate the opening of Cascades Park (2014);
 - (Q4, EC4) Identify design concepts and cost estimates for weatherization of the stage and shade for the permanent seating area with the funding priority being the stage utilizing \$586,692 from the BP settlement. Request the CRA to fund any shortfall related to the weatherization project from the existing \$5.0 million in Tourism Development Tax allocation. These design concepts should also contemplate sound mitigation elements to further alleviate neighborhood concerns. (2016)
 - (Q4) - Develop unified special event permit process (2012); and
 - (Q4, EC4, G5) - Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA (2012)
- (Q6) - Implement strategies to promote homeownership and safe housing, including: consider property registration for abandoned real property (2012)
- Implement strategies that preserve neighborhoods and create connectedness and livability, including:
 - (Q6, 7) - Implement design studio (2012);
 - (Q6, Q7) - Implement visioning team (2012);
 - (Q6, Q7) - Develop performance level design standards for Activity Centers (2012);
 - (Q6) - Revise Historic Preservation District Designation Ordinance (2012);
 - (Q6, Q7) - Develop design standards requiring interconnectivity for pedestrians and non-vehicular access (2012);
 - (Q7) - Develop bike route system (2012);
 - (Q7) - Establish Bicycle & Pedestrian Advisory Committee (2012);
 - (Q6, Q7) - Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding (2013);
 - (Q1, Q5, EC1, EC4) - Expand, connect and promote “Trailhassee” and the regional trail system (2013);
 - (Q7, EC1) - Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters (2013); (Q1, EC4) - Focus on improving Leon County’s ranking as a bicycle friendly community (2014);
 - (Q2, Q7, EN3) - Develop a public education campaign on bicycle and pedestrian safety with community partners. (2016)

- (Q6, Q7) - Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan (2015); and
- (Q6, EN2) - As part of the inclusionary housing review being conducted with the Land Use Element rewrite, evaluate potential impediments or opportunities to infill housing development, particularly within the Southern Strategy Area. (2016)
- (Q6, Q7) - Protect the rural character of our Rural Land use category. (2015)
- (Q2, Q5, G1) Develop a selection and implementation policy for the LIFE sales tax category funding for consideration during the FY2017 budget process. (2016)
-
- (Q4) - Seek community involvement with the VIVA FLORIDA 500 Time Capsule (2013)
- (Q4, EC1, EC4) - Institute a Sense of Place initiative for the fairgrounds (2014)
- (Q5, EC1) - Perform a Sense of Place study for the Miccosukee community. (2016)
- (Q7, EN2, EC1) - Coordinate partners in the creation of a North Monroe Corridor Task Force for the purposes of revitalization. (2016)

DRAFT

Ongoing Support (Highlights) – Quality of Life

- (Q1, Q9, EC1, EC6) - Maintain a high quality of offerings through the library system, including public access to books, media, digital resources, computers, Internet, reference resources, targeted programming, mobile library, and literacy training (2012)
- (Q2) - Fund Sheriff's operations, consisting of law enforcement, corrections, emergency management, and enhanced 9-1-1 (2012)
- (Q2) - Implement alternatives to incarceration (2012)
- (Q2) - Initiate county resources as part of emergency response activation (2012)
- (Q2) - Provide, support and deploy the geographic information system, integrated Justice Information System, Jail Management system, case management and work release management information systems for Probation, Supervised Pretrial Release and the Sheriff's Office, and the pawnshop network system (2012)
- (Q2, G5) - Provide for information systems disaster recovery and business continuity (2012)
- (Q2, Q3) - Provide Emergency Medical Services (2012)
- (Q2, Q3) - Support programs which advocate for AED's in public spaces (2012)
- (Q2, Q3) - Provide community risk reduction programs (such as AED/CPR training) (2012)
- (Q3) - Support Community Human Services Partnerships (CHSP) (2012)
- (Q3) - Support Leon County Health Departments (2012)
- (Q3) - Support CareNet (2012)
- (Q3) - Support DOH's Closing the Gap grant (including "Year of the Healthy Infant II" campaign, and Campaign for Healthy Babies) (2012)
- (Q3) - Maintain oversight of state-mandated programs, such as Medicaid and Indigent Burial, to ensure accountability and compliance with state regulations (2012)
- (Q3, EC6) - Educate at risk families to build healthy lives through the Expanded Food and Nutrition Education Program and other family community programs (2012)
- (Q3) - Support of Regional Trauma Center (2012)
- (Q3, G5) - Leverage grant opportunities with community partners (2012)
- (Q3) - Support of Palmer Monroe Teen Center in partnership with the City (2012)
- (Q3) - Provide targeted programs for Seniors (2012)
- (Q6) - Provide foreclosure prevention counseling and assistance (2012)
- (Q6) - Provide first time homebuyer assistance (2012)

Strategic Priority - Governance - *To be a model local government which our citizens trust and to which other local governments aspire. (G)*

- (G1) - Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (rev. 2013)
- (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (2012)
- (G3) - Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (2012)
- (G4) - Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (2012)
- (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (2012)

Strategic Initiatives – Governance

- Implement strategies which promote access, transparency, and accountability, including:
 - (G1) - Explore providing On Demand – Get Local videos (2012);
 - (G1) - Explore posting URL on County vehicles (2012);
 - (G1) - Instill Core Practices through: providing Customer Engagement training for all County employees, revising employee orientation, and revising employee evaluation processes (2012);
 - (G1) - Reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability (2015); and
 - (G1) - Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining (2015)
 - Implement strategies to gain
- Implement strategies to gain efficiencies or enhance services, including:
 - (G2) - Conduct LEADS Reviews (2012);
 - (G2) - Develop and update Strategic Plans (2012); and
 - (G5) - Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (2013)
 - [\(G5\) - Develop a unified contract detailing the role of the EDC in administering, staffing needs, and adequate funding, for the implementation of the Blueprint 2020 Economic Development of the sales tax. \(2016\)](#)
- Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including:
 - (G2) - Develop process by which the public may electronically file legal documents related to development review and permitting (2012);
 - (G2) - Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self-service (2012);
 - (G2, EN4) - Investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive County permits via the internet (2012);
 - (G2, EN4) - Institute financial self-service module, document management, and expanded web-based capabilities in Banner system (2012);
 - (G5) - Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments (2013); and
 - (G5) - Periodically convene community leadership meetings to discuss opportunities for improvement (2013)
- (G2) - Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects (2012)
- Implement strategies to further engage citizens, including:
 - (G3) - Develop and offer Citizens Engagement Series (2012);
 - (G3) - Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (2013);

- (G3) – Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with the Village Square, which would be renewable after one year (2014); and
- (G1, G3) - Expand opportunities for increased media and citizen outreach to promote Leon County (2013).
- (G4) - Implement healthy workplace initiatives, including: evaluate options for value-based benefit design (2012)
- Implement strategies to retain and attract a highly skilled, diverse and innovative workforce, which exemplifies the County's Core Practices, including:
 - (G4) - Revise employee awards and recognition program (2012);
 - (G4) - Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees (2012); and
- (G4, G1) - Pursue Public Works' American Public Works Association (APWA) accreditation (2012)
- Implement strategies which ensure responsible stewardship of County resources, including:
 - (G5) - Revise program performance evaluation and benchmarking (2012);
 - (G5) - Identify opportunities whereby vacant, unutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens (2013);
 - (G5) - Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (2013);
 - (G5, EC1) – Create a capital projects priority list for the fifth-cent gas tax (program) (2014);
 - (G5) – Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility (2014);
 - (G1) - Pursue expansion for whistleblower notification (2013); and
 - (G5, Q1, EN4) - Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts: a complete closure of the landfill; re-direct all Class I Solid Waste from the Transfer Station to the landfill; and a hybrid solution that includes both Class I Solid Waste disposal at the landfill and through the Transfer Station (2015)
- Implement strategies to maximize grant funding opportunities, including:
 - (G5) - Institute Grants Team (2012); and
 - (G5) - Develop and institute an integrated grant application structure (2012)
- (G5) - Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors (2013)
- (G2) - Pursue Sister County relationships with Prince George's County, Maryland and Montgomery County, Maryland (2013)
- Examine opportunities to enhance the Community Human Services Partnership, including:
 - (G5, Q3) Engage the City and United Way to expand the eligibility for CHSP and to establish a new funding category for non-direct human service providers. (2016)
 - (G5) Establish the annual County CHSP funding commitment early in the budget process as a set amount (not as a maximum funding level). (2016)
 - (G1, Q3) Establish a formalized approach to utilize the CHSP Executive Committee, as the lead entity for the on-going implementation of the CHSP process by: Eliminating the existing JPB and associated Leadership Team committee and; Working with the City and United Way, prepare the appropriate documents for Board consideration that establishes the committee's and governing partners' responsibilities, including, but not limited to: meeting schedule to provide certainty for continuous agency input; process for making changes to CHSP policies and procedures; establish a technical review committee to evaluate trends and community data for possible recommendations to the Executive Committee. (2016)
- (G2)- Support Commissioner Desloge during his term as NACo President. (2016)

Ongoing Support (Highlights) – Governance

- (G1) - Develop and deploy website enhancements (2012)
- (G1) - Provide and expand online services, such as Customer Connect, Your Checkbook, and Board agenda materials (2012)
- (G1) - Provide televised and online Board meetings in partnership with Comcast (2012)

- (G1, G2, G5) - Provide technology and telecommunications products, services and support necessary for sound management, accessibility, and delivery of effective, efficient services, including maintaining financial database system with interfaces to other systems (2012)
- (G3) - Organize and support advisory committees (2012)
- (G4) - Support and expand Wellness Works! (2012)
- (G4, Q2) - Maintain a work environment free from influence of alcohol and controlled illegal substances through measures including drug and alcohol testing (2012)
- (G4) - Support employee Safety Committee (2012)
- (G4) - Conduct monthly Let's Talk "brown bag" meetings with cross sections of Board employees and the County Administrator (2012)
- (G1, G2, G4) -Utilize LEADS Teams to engage employees, gain efficiencies or enhance services, such as: the Wellness Team, Safety Committee Team, Citizen Engagement Series Team, HR Policy Review & Development Team, Work Areas' Strategic Planning Teams (2012)
- (G5) - Prepare and broadly distribute the Annual Report (2012)
- (G5) - Conduct management reviews (2012)
- (G5) - Provide and enhance procurement services and asset control (2012)
- (G5) - Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts (2012)

DRAFT

Core Practices

Core Practices put our Core Values in action. Leon County employees are committed to the following Core Practices:

- **Delivering the “Wow” factor in Customer Service.** Employees deliver exemplary service with pride, passion and determination; anticipating and solving problems in “real time” and exceeding customer expectations. Customers know that they are the reason we are here.
- **Connecting with Citizens.** Employees go beyond customer service to community relevance, engaging citizens as stakeholders in the community’s success. Citizens know that they are part of the bigger cause.
- **Demonstrating Highest Standards of Public Service.** Employees adhere to the highest standards of ethical behavior, avoid circumstances that create even an appearance of impropriety and carry out the public’s business in a manner which upholds the public trust. Citizens know that we are on their side.
- **Accepting Accountability.** Employees are individually and collectively accountable for their performance, adapt to changing conditions and relentlessly pursue excellence beyond the current standard, while maintaining our core values.
- **Exhibiting Respect.** Employees exercise respect for citizens, community partners and each other.
- **Employing Team Approach.** Employees work together to produce bigger and better ideas to seize the opportunities and to address the problems which face our community.
- **Exercising Responsible Stewardship of the Community’s Resources.** Employees engage in the continuous effort to create and sustain a place which attracts talent, fosters economic opportunity and offers an unmatched quality of life, demonstrating performance, value and results for our citizenry.
- **Living our “People Focused, Performance Driven” Culture.** Employees have a structure in place to live all of this as our organizational culture and are empowered to help the people they serve.

Adopted: February 28, 2012

Revised: January 29, 2013

Revised: January 21, 2014

Revised: January 27, 2015

Revised: January 26, 2016

FOR MORE INFORMATION ONLINE, VISIT:
www.LeonCountyFL.gov



LEON COUNTY BOARD OF COUNTY COMMISSIONERS

STRATEGIC PLAN

FY 2012 - FY 2016

Vision

As home to Florida's capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community's precious resources, the catalyst for engaging citizens, community, business and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals.

Core Values

We are unalterably committed to demonstrating and being accountable for the following core organizational values, which form the foundation for our people focused, performance driven culture:

- **Service**
- **Relevance**
- **Integrity**
- **Accountability**
- **Respect**
- **Collaboration**
- **Stewardship**
- **Performance**
- **Transparency**
- **Vision**



Strategic Priorities and Initiatives

Strategic Priority - Economy - *To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts talent, to grow and diversify our local economy, and to realize our full economic competitiveness in a global economy. (EC)*

- (EC1) - Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (2012)
- (EC2) - Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- (EC3) - Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority at Innovation Park. (2012) (rev. 2015)
- (EC4) - Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (2012)
- (EC5) - Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (2012)
- (EC6) - Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (2012)
- (EC7) - Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (2013)

Strategic Initiatives – Economy

- (EC1, G3, G5) - Evaluate sales tax extension and associated community infrastructure needs through staff support of the Leon County Sales Tax Committee (2012)
- (EC1, G3, G5) - Develop a proposed economic development component for the Sales Tax extension being considered (2013)
- (EC1, G5) – Ensure projects being considered for funding associated with the infrastructure Sales Tax extension represent geographic diversity throughout the County (2014)
- (EC1, G5) - Work with the City of Tallahassee and Blueprint to implement the Sales Tax extension, including the Economic Development portion (2015)
- (EC1, G5) - Identify projects that may be advance-funded as part of the Sales Tax extension (2015)
- Implement strategies that encourage highest quality sustainable development, business expansion and redevelopment opportunities, including:
 - (E2) - Identify revisions to future land uses which will eliminate hindrances or expand opportunities to promote and support economic activity (rev. 2013);
 - (EC2) - Consider policy to encourage redevelopment of vacant commercial properties (2012); and
 - (EC2) - Consider policy to continue suspension of fees for environmental permit extensions (2012)
- Implement strategies that support business expansion and job creation, including:
 - (EC2) - Evaluate start-up of small business lending guarantee program (2012);
 - (EC2) - Identify local regulations that may be modified to enhance business development;
 - (EC2) - Implement Leon County 2012 Job Creation Plan (2012);
 - (EC2) - Engage with local economic development partners to build and expand upon the success of Entrepreneur Month and community connectors (2014);
 - (EC2, EC6) - Evaluate and identify the projected unmet local market for middle-skill job opportunities (2015); and
 - (EC2, EC6) - Based upon the projected unmet local market for middle-skill jobs, and with Board approval, collaborate with community and regional partners to host a new “Leon Works” exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities (2015)
 - (EC2, EC6) - Create a proposed structure for an apprenticeship-like program for the Board’s consideration during the budget process in support of local existing academic programs in skilled career fields such as fleet management,

- building maintenance/ construction, computer technology, graphic design, public safety, and other fields that require more than a high school diploma but less than a four-year degree. (2016)
- (EC2, EC3, EC6) Engage community partners, such as Leon County Schools and CareerSource, to host the Leon Works Expo in 2016. (2016)
- (EC2, EC7, G2) - Formalize the Leon Investment For Thriving Startups (LIFTS) program. Continue to engage with local entrepreneurs and the startup community to identify ways to provide assistance by giving these businesses a lift. (2016)
- (EC2, EC3) - Implement strategies to support the Leon County Research and Development Authority at Innovation Park and promote commercialization and technology transfer, including being a catalyst for a stakeholder's forum (2012) (rev. 2015)
- (EC3) - Coordinate efforts, with institutions of higher learning and other partners, to support local entrepreneurs (2015)
- Implement strategies that promote the region as a year round destination, including:
 - (EC4, Q1, Q4) - Evaluate competitive sports complex with the engagement of partners such as KCCI (2012);
 - (EC4) - Support VIVA FLORIDA 500 (2012);
 - (EC4) - Develop Capital Cuisine Restaurant Week (2012);
 - (EC4) - Support Choose Tallahassee initiative (2012); and
 - (EC4, Q1) - Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (2014)
- Implement strategies that assist local veterans, including:
 - (EC5) - Hold "Operation Thank You!" celebration annually for veterans and service members (rev. 2013);
 - (EC5, EC6) - Develop job search kiosk for veterans (2012);
 - (EC5, EC6, Q3) - Consider policy to allocate a portion of Direct Emergency Assistance funds to veterans (2012); and
 - (EC5, EC6, Q3) - Consider policy to waive EMS fees for uninsured or underinsured veterans (2012)
- (E6, Q2) - Implement strategies to promote work readiness and employment, including: provide job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners (2012)
- (EC7) - Extend the term of Leon County's Local Preference Ordinance (2013)
- (EC1, EC4) - Work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration (2014)
- (EC1, Q6, Q7) – Support sector planning for the area surrounding Veterans Affairs' outpatient clinic (2014)
- (EC1, Q6, Q7) – Engage in a needs assessment for the Bradfordville Study Area (2014)
- (EC3, EC4, EC7) Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities in order to levy a sixth cent to support the convention center and arena district. (2016)

Ongoing Support (Highlights) – Economy

- (EC1, Q2) - Develop and maintain County transportation systems, including roads, bike lanes, sidewalks, trails, and rights-of-way (2012)
- (EC2, G2) - Implement Department of Development Support & Environmental Management Project Manager, and dual track review and approval process (2012)
- (EC2) - Partner with and support the Economic Development Council, Qualified Targeted Industry program, Targeted Business Industry program, and Frenchtown/Southside and Downtown Redevelopment Areas (2012)
- (EC3) - Support and consider recommendations of Town and Gown Relations Project (2012)
- (EC4) - Promote region as a year round destination through the Fall Frenzy Campaign, and by identifying niche markets (2012)
- (EC5, EC6, Q3) - Collaborate with United Vets and attend monthly coordinating meetings, support Honor Flights, provide grants to active duty veterans, assist veterans with benefits claims, provide veterans hiring preference, waive building permit fees for disabled veterans, and fund Veterans Day Parade as a partner with V.E.T., Inc. (2012)

- (EC6, G3) - Provide internships, Volunteer LEON Matchmaking, Summer Youth Training program, 4-H programs, EMS Ride-Alongs, and enter into agreements with NFCC and TCC which establish internship programs at EMS for EMS Technology students (2012)

DRAFT

Strategic Priority - Environment - *To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)*

- (EN1) - Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (rev. 2013)
- (EN2) - Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (2012)
- (EN3)- Educate citizens and partner with community organizations to promote sustainable practices. (2012)
- (EN4) - Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (2012)

Strategic Initiatives - Environment

- Implement strategies that protect the environment and promote orderly growth, including:
 - (EN1, EN2) - Develop Countywide Minimum Environmental Standards (2012);
 - (EN1, EN2) - Develop minimum natural area and habitat management plan guidelines (2012);
 - (EN1, EN2, Q9) - Integrate low impact development practices into the development review process (2012);
 - (EN1, EN2) - Consider mobility fee to replace the concurrency management system (2012);
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single-family homes (2012) ;
 - (EN1, EN2, G2) - Develop examples of acceptable standard solutions to expedite environmental permitting for new construction (2013); and
 - (EN1, EN2, G2) - Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)
- (EN1, EN2) - Implement strategies to protect natural beauty and the environment, including: update 100-year floodplain data in GIS based on site-specific analysis received during the development review process (2012)
- Implement strategies which plan for environmentally sound growth in the Woodville Rural Community, including:
 - (EN1, Q5) - Bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension (2012); and
 - (EN1, EN2, Q5) - Promote concentrated commercial development in Woodville (2012)
- Continue to work with regional partners to develop strategies to further reduce nitrogen load to Wakulla Springs, including:
 - (EN1, EC4) - Conduct workshop regarding Onsite Sewage Treatment and Disposal and Management Options report (2012); and
 - (EN1) - Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County (2013)
- Implement strategies to promote renewable energy and sustainable practices, including:
 - (EN4) - Complete construction of Leon County Cooperative Extension net-zero energy building (2012);
 - (EN2, EN3, EN4) - Pursue opportunities to fully implement a commercial and residential PACE program (2012);
 - (EN2, EN3, EN4) - Reevaluate current market conditions for the opportunity for the County to institute a residential PACE program. (2016)
 - (EN3, Q5, EC6) - Consider policy for supporting new and existing community gardens on County property and throughout the County (2012);
 - (EN3, Q5, EC6) - Expand the community gardens program (2013);
 - (EN4, G5) - Develop energy reduction master plan (2012); and
 - (EN4) - Further develop clean - green fleet initiatives, including compressed natural gas (rev. 2013)
- Develop and implement strategies for 75% recycling goal by 2020, including:
 - (EN4) - Evaluate Waste Composition Study (2012);
 - (EN4) - Identify alternative disposal options (2012);
 - (EN4) - Explore renewable energy opportunities at Solid Waste Management Facility (rev. 2013); and
 - (EN4) - Seek competitive solicitations for single stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (2013)

Ongoing Support (Highlights) – Environment

- (EN1) - Develop and maintain County stormwater conveyance system, including enclosed systems, major drainage ways, stormwater facilities, and rights-of-way (2012)
- (EN1, EN3) - Provide Greenspace Reservation Area Credit Exchange (GRACE) (2012)
- (EN2) - Provide canopy road protections (2012)
- (EN1, EN4) - Provide Adopt-A-Tree program (2012)
- (EN1, EN3) - Provide hazardous waste collection (2012)
- (EN) - Provide water quality testing (2012)
- (EN1) - Implement the fertilizer ordinance (2012)
- (EN3) - Provide state landscaping and pesticide certifications (2012)
- (EN3) - Conduct Leon County Sustainable Communities Summit (2012)

DRAFT

Strategic Priority - Quality of Life - *To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)*

- (Q1) - Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (rev. 2013)
- (Q2) - Provide essential public safety infrastructure and services which ensure the safety of the entire community. (2012)
- (Q3) - Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (rev. 2013)
- (Q4) - Enhance and support amenities that provide social offerings for residents and visitors of all ages. (rev. 2013)
- (Q5) - Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (2012)
- (Q6) - Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (2012)
- (Q7) - Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (2012)
- (Q8) - Maintain and enhance our educational and recreational offerings associated with our library system, inspiring a love of reading and lives of learning. (2013)
- (Q9) - Support the development of stormwater retention ponds that are aesthetically pleasing to the public and located in a manner that protects strong neighborhoods. (2013)

Strategic Initiatives - Quality of Life

- Implement strategies through the library system which enhance education and address the general public's information needs, including:
 - (Q8, EC1, EC6) - Complete construction of the expanded Lake Jackson Branch Library and new community center (2012); and
 - (Q8, EC1, EC6) - Relocate services into the expanded facility (2012)
- Implement strategies which advance parks, greenways, recreational offerings, including:
 - (Q1, EC1, EC4) - Explore extension of parks and greenways to incorporate 200 acres of Upper Lake Lafayette (2012);
 - (Q1, EC1, EC4) - Update Greenways Master Plan (2012);
 - (Q1, EC1, EC4) - Develop Miccosukee Greenway Management Plan (2012); and
 - (Q1, EC1, EC4) - Develop Alford Greenway Management Plan (2012)
- Expand recreational amenities, including:
 - (Q1, Q5, EC1, EC4) - Complete construction of Miccosukee ball fields (2012);
 - (Q1, EC1, EC4) - Continue to plan acquisition and development of a North East Park (2012);
 - (Q1, EC1, EC4) - Develop Apalachee Facility master plan to accommodate year-round events (rev. 2013);
 - (Q1, Q5, EC1, EC4) - Continue to develop parks and greenways consistent with management plans including Okeehoopkee Prairie Park, Fred George Park and St. Marks Headwater Greenway (2012);
 - (Q1, EC1) - In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields (2013); and
 - (Q1, G2) - Work with the federal Bureau of Prisons to utilize a portion of the federal prison land for the expansion of Tom Brown Park ballfields. (2016)
- (Q4) - Further establish community partnerships for youth sports development programs (2014)
- (Q1, EC1, Q9) - Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson Branch Library and new community center, through a sense of place initiative (2012)
- Provide essential public safety infrastructure and services, including:
 - (Q2, EC2) - Complete construction of Public Safety Complex (2012);
 - (Q2) - Consolidate dispatch functions (2012); and
 - (Q2) - Successfully open the Public Safety Complex (2013); and
 - (Q2) - Develop a Leon County "Crisis Management Communication Plan" (2015)
- Implement strategies to improve medical outcomes and survival rates including:

- (Q2, Q3) - Continue to pursue funding for community paramedic telemedicine (2012) (rev. 2014); and
- (Q2, Q3) - Engage vested community partners in the development of a Community Paramedic Program that includes program parameters designed to meet local needs and a sustainable economic model to be presented for consideration during the FY17 budget process (2016)
- Implement strategies to maintain and develop programs and partnerships to ensure community safety and health, including:
 - (Q2, Q3) - Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership, and in ASPCA ID ME Grant (2012);
 - (Q3) - Implement procedures for residents to take full advantage of the NACO Dental Card program (2013);
 - (Q3) - Consider establishing a Domestic Partnership Registry (2013); and
 - (Q3, G2) - Provide an early budget discussion item regarding primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the local criminal justice system (2015)
- Implement strategies that support amenities which provide social offerings, including:
 - (Q4, EC1, EC4) - Consider constructing Cascade Park Amphitheater, in partnership with KCCI (2012);
 - (Q4, EC4) - Consider programming Cascade Park Amphitheater (2012)
 - (Q4, EC4) Through utilization of \$160,000 in BP settlement funds pursue programming for the Capital City Amphitheater at Cascades Park to include subsidies for two to four concerts over the next two years in order to put on marquee events featuring well known headlining artists and events that would otherwise be viewed as cost prohibitive. (2016);
 - (Q4) – Work with the city to celebrate the opening of Cascades Park (2014);
 - (Q4, EC4) Identify design concepts and cost estimates for weatherization of the stage and shade for the permanent seating area with the funding priority being the stage utilizing \$586,692 from the BP settlement. Request the CRA to fund any shortfall related to the weatherization project from the existing \$5.0 million in Tourism Development Tax allocation. These design concepts should also contemplate sound mitigation elements to further alleviate neighborhood concerns. (2016)
 - (Q4) - Develop unified special event permit process (2012); and
 - (Q4, EC4, G5) - Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA (2012)
- (Q6) - Implement strategies to promote homeownership and safe housing, including: consider property registration for abandoned real property (2012)
- Implement strategies that preserve neighborhoods and create connectedness and livability, including:
 - (Q6, 7) - Implement design studio (2012);
 - (Q6, Q7) - Implement visioning team (2012);
 - (Q6, Q7) - Develop performance level design standards for Activity Centers (2012);
 - (Q6) - Revise Historic Preservation District Designation Ordinance (2012);
 - (Q6, Q7) - Develop design standards requiring interconnectivity for pedestrians and non-vehicular access (2012);
 - (Q7) - Develop bike route system (2012);
 - (Q7) - Establish Bicycle & Pedestrian Advisory Committee (2012);
 - (Q6, Q7) - Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding (2013);
 - (Q1, Q5, EC1, EC4) - Expand, connect and promote “Trailhassee” and the regional trail system (2013);
 - (Q7, EC1) - Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters (2013); (Q1, EC4) - Focus on improving Leon County’s ranking as a bicycle friendly community (2014);
 - (Q2, Q7, EN3) - Develop a public education campaign on bicycle and pedestrian safety with community partners. (2016)
 - (Q6, Q7) - Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan (2015);

- (Q6, EN2) - As part of the inclusionary housing review being conducted with the Land Use Element rewrite, evaluate potential impediments or opportunities to infill housing development, particularly within the Southern Strategy Area. (2016)
- (Q6, Q7) - Protect the rural character of our Rural Land use category. (2015)
- (Q2, Q5, G1) Develop a selection and implementation policy for the LIFE sales tax category funding for consideration during the FY2017 budget process. (2016)
-
- (Q4) - Seek community involvement with the VIVA FLORIDA 500 Time Capsule (2013)
- (Q4, EC1, EC4) - Institute a Sense of Place initiative for the fairgrounds (2014)
- (Q5, EC1) - Perform a Sense of Place study for the Miccosukee community. (2016)(Q7, EN2, EC1) - Coordinate partners in the creation of a North Monroe Corridor Task Force for the purposes of revitalization. (2016)

DRAFT

Ongoing Support (Highlights) – Quality of Life

- (Q1, Q9, EC1, EC6) - Maintain a high quality of offerings through the library system, including public access to books, media, digital resources, computers, Internet, reference resources, targeted programming, mobile library, and literacy training (2012)
- (Q2) - Fund Sheriff's operations, consisting of law enforcement, corrections, emergency management, and enhanced 9-1-1 (2012)
- (Q2) - Implement alternatives to incarceration (2012)
- (Q2) - Initiate county resources as part of emergency response activation (2012)
- (Q2) - Provide, support and deploy the geographic information system, integrated Justice Information System, Jail Management system, case management and work release management information systems for Probation, Supervised Pretrial Release and the Sheriff's Office, and the pawnshop network system (2012)
- (Q2, G5) - Provide for information systems disaster recovery and business continuity (2012)
- (Q2, Q3) - Provide Emergency Medical Services (2012)
- (Q2, Q3) - Support programs which advocate for AED's in public spaces (2012)
- (Q2, Q3) - Provide community risk reduction programs (such as AED/CPR training) (2012)
- (Q3) - Support Community Human Services Partnerships (CHSP) (2012)
- (Q3) - Support Leon County Health Departments (2012)
- (Q3) - Support CareNet (2012)
- (Q3) - Support DOH's Closing the Gap grant (including "Year of the Healthy Infant II" campaign, and Campaign for Healthy Babies) (2012)
- (Q3) - Maintain oversight of state-mandated programs, such as Medicaid and Indigent Burial, to ensure accountability and compliance with state regulations (2012)
- (Q3, EC6) - Educate at risk families to build healthy lives through the Expanded Food and Nutrition Education Program and other family community programs (2012)
- (Q3) - Support of Regional Trauma Center (2012)
- (Q3, G5) - Leverage grant opportunities with community partners (2012)
- (Q3) - Support of Palmer Monroe Teen Center in partnership with the City (2012)
- (Q3) - Provide targeted programs for Seniors (2012)
- (Q6) - Provide foreclosure prevention counseling and assistance (2012)
- (Q6) - Provide first time homebuyer assistance (2012)

Strategic Priority - Governance - *To be a model local government which our citizens trust and to which other local governments aspire. (G)*

- (G1) - Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (rev. 2013)
- (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (2012)
- (G3) - Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (2012)
- (G4) - Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (2012)
- (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (2012)

Strategic Initiatives – Governance

- Implement strategies which promote access, transparency, and accountability, including:
 - (G1) - Explore providing On Demand – Get Local videos (2012);
 - (G1) - Explore posting URL on County vehicles (2012);
 - (G1) - Instill Core Practices through: providing Customer Engagement training for all County employees, revising employee orientation, and revising employee evaluation processes (2012);
 - (G1) - Reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability (2015); and
 - (G1) - Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining (2015)
 - Implement strategies to gain
- Implement strategies to gain efficiencies or enhance services, including:
 - (G2) - Conduct LEADS Reviews (2012);
 - (G2) - Develop and update Strategic Plans (2012); and
 - (G5) - Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (2013)
 - (G5) - Develop a unified contract detailing the role of the EDC in administering, staffing needs, and adequate funding, for the implementation of the Blueprint 2020 Economic Development of the sales tax. (2016)
- Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including:
 - (G2) - Develop process by which the public may electronically file legal documents related to development review and permitting (2012);
 - (G2) - Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, employee self-service (2012);
 - (G2, EN4) - Investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive County permits via the internet (2012);
 - (G2, EN4) - Institute financial self-service module, document management, and expanded web-based capabilities in Banner system (2012);
 - (G5) - Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments (2013); and
 - (G5) - Periodically convene community leadership meetings to discuss opportunities for improvement (2013)
- (G2) - Investigate feasibility of providing after hours and weekend building inspections for certain types of construction projects (2012)
- Implement strategies to further engage citizens, including:
 - (G3) - Develop and offer Citizens Engagement Series (2012);
 - (G3) - Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (2013);

- (G3) – Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with the Village Square, which would be renewable after one year (2014); and
- (G1, G3) - Expand opportunities for increased media and citizen outreach to promote Leon County (2013).
- (G4) - Implement healthy workplace initiatives, including: evaluate options for value-based benefit design (2012)
- Implement strategies to retain and attract a highly skilled, diverse and innovative workforce, which exemplifies the County's Core Practices, including:
 - (G4) - Revise employee awards and recognition program (2012);
 - (G4) - Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees (2012); and
- (G4, G1) - Pursue Public Works' American Public Works Association (APWA) accreditation (2012)
- Implement strategies which ensure responsible stewardship of County resources, including:
 - (G5) - Revise program performance evaluation and benchmarking (2012);
 - (G5) - Identify opportunities whereby vacant, unutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens (2013);
 - (G5) - Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (2013);
 - (G5, EC1) – Create a capital projects priority list for the fifth-cent gas tax (program) (2014);
 - (G5) – Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility (2014);
 - (G1) - Pursue expansion for whistleblower notification (2013); and
 - (G5, Q1, EN4) - Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts: a complete closure of the landfill; re-direct all Class I Solid Waste from the Transfer Station to the landfill; and a hybrid solution that includes both Class I Solid Waste disposal at the landfill and through the Transfer Station (2015)
- Implement strategies to maximize grant funding opportunities, including:
 - (G5) - Institute Grants Team (2012); and
 - (G5) - Develop and institute an integrated grant application structure (2012)
- (G5) - Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors (2013)
- (G2) - Pursue Sister County relationships with Prince George's County, Maryland and Montgomery County, Maryland (2013)
- Examine opportunities to enhance the Community Human Services Partnership, including:
 - (G5, Q3) Engage the City and United Way to expand the eligibility for CHSP and to establish a new funding category for non-direct human service providers. (2016)
 - (G5) Establish the annual County CHSP funding commitment early in the budget process as a set amount (not as a maximum funding level). (2016)
 - (G1, Q3) Establish a formalized approach to utilize the CHSP Executive Committee, as the lead entity for the on-going implementation of the CHSP process by: Eliminating the existing JPB and associated Leadership Team committee and; Working with the City and United Way, prepare the appropriate documents for Board consideration that establishes the committee's and governing partners' responsibilities, including, but not limited to: meeting schedule to provide certainty for continuous agency input; process for making changes to CHSP policies and procedures; establish a technical review committee to evaluate trends and community data for possible recommendations to the Executive Committee. (2016)
- (G2)- Support Commissioner Desloge during his term as NACo President. (2016)

Ongoing Support (Highlights) – Governance

- (G1) - Develop and deploy website enhancements (2012)
- (G1) - Provide and expand online services, such as Customer Connect, Your Checkbook, and Board agenda materials (2012)
- (G1) - Provide televised and online Board meetings in partnership with Comcast (2012)

- (G1, G2, G5) - Provide technology and telecommunications products, services and support necessary for sound management, accessibility, and delivery of effective, efficient services, including maintaining financial database system with interfaces to other systems (2012)
- (G3) - Organize and support advisory committees (2012)
- (G4) - Support and expand Wellness Works! (2012)
- (G4, Q2) - Maintain a work environment free from influence of alcohol and controlled illegal substances through measures including drug and alcohol testing (2012)
- (G4) - Support employee Safety Committee (2012)
- (G4) - Conduct monthly Let's Talk "brown bag" meetings with cross sections of Board employees and the County Administrator (2012)
- (G1, G2, G4) -Utilize LEADS Teams to engage employees, gain efficiencies or enhance services, such as: the Wellness Team, Safety Committee Team, Citizen Engagement Series Team, HR Policy Review & Development Team, Work Areas' Strategic Planning Teams (2012)
- (G5) - Prepare and broadly distribute the Annual Report (2012)
- (G5) - Conduct management reviews (2012)
- (G5) - Provide and enhance procurement services and asset control (2012)
- (G5) - Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts (2012)

DRAFT

Core Practices

Core Practices put our Core Values in action. Leon County employees are committed to the following Core Practices:

- **Delivering the “Wow” factor in Customer Service.** Employees deliver exemplary service with pride, passion and determination; anticipating and solving problems in “real time” and exceeding customer expectations. Customers know that they are the reason we are here.
- **Connecting with Citizens.** Employees go beyond customer service to community relevance, engaging citizens as stakeholders in the community’s success. Citizens know that they are part of the bigger cause.
- **Demonstrating Highest Standards of Public Service.** Employees adhere to the highest standards of ethical behavior, avoid circumstances that create even an appearance of impropriety and carry out the public’s business in a manner which upholds the public trust. Citizens know that we are on their side.
- **Accepting Accountability.** Employees are individually and collectively accountable for their performance, adapt to changing conditions and relentlessly pursue excellence beyond the current standard, while maintaining our core values.
- **Exhibiting Respect.** Employees exercise respect for citizens, community partners and each other.
- **Employing Team Approach.** Employees work together to produce bigger and better ideas to seize the opportunities and to address the problems which face our community.
- **Exercising Responsible Stewardship of the Community’s Resources.** Employees engage in the continuous effort to create and sustain a place which attracts talent, fosters economic opportunity and offers an unmatched quality of life, demonstrating performance, value and results for our citizenry.
- **Living our “People Focused, Performance Driven” Culture.** Employees have a structure in place to live all of this as our organizational culture and are empowered to help the people they serve.

Adopted: February 28, 2012

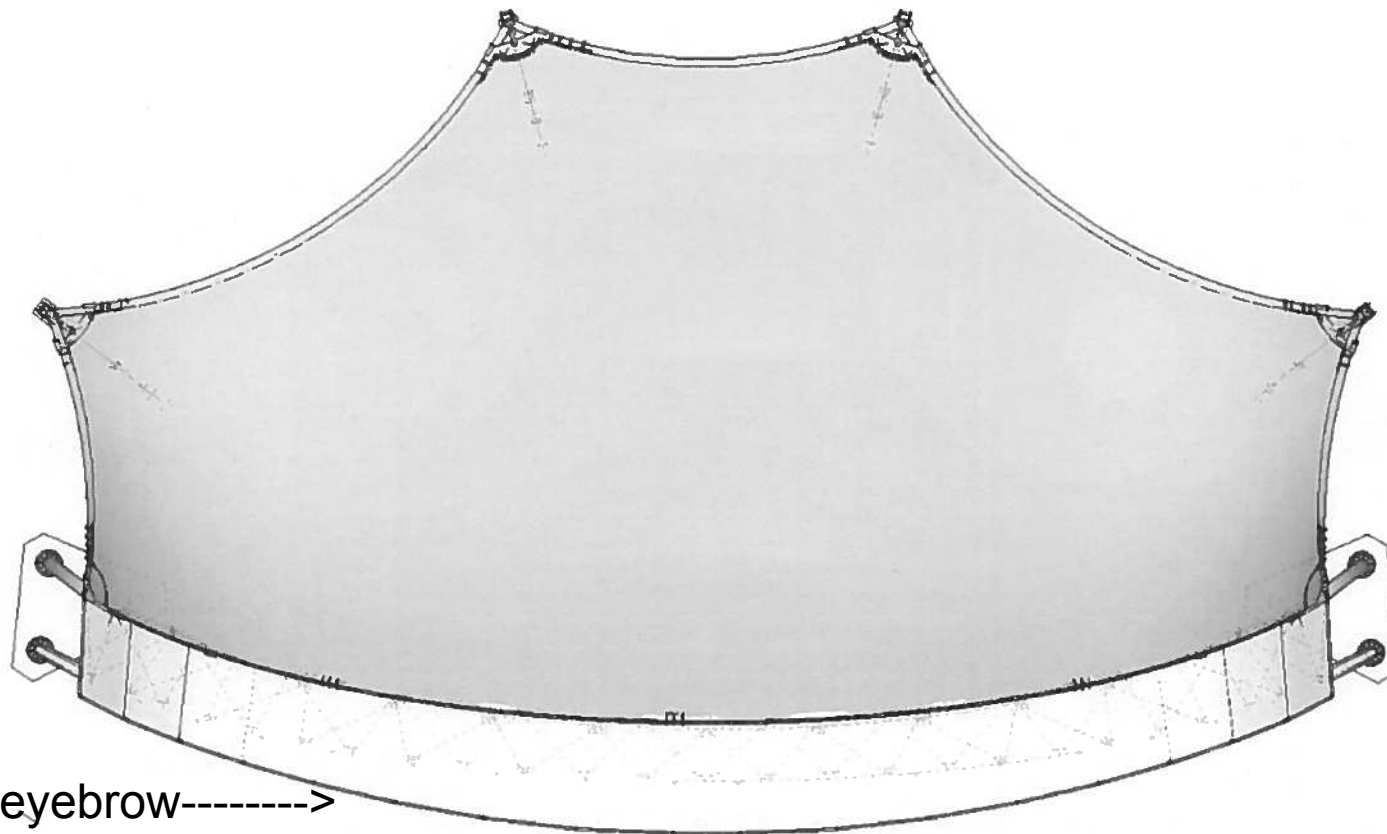
Revised: January 29, 2013

Revised: January 21, 2014

Revised: January 27, 2015

Revised: January 26, 2016

FOR MORE INFORMATION ONLINE, VISIT:
www.LeonCountyFL.gov



Proposed eyebrow----->

FabriTec
STRUCTURES

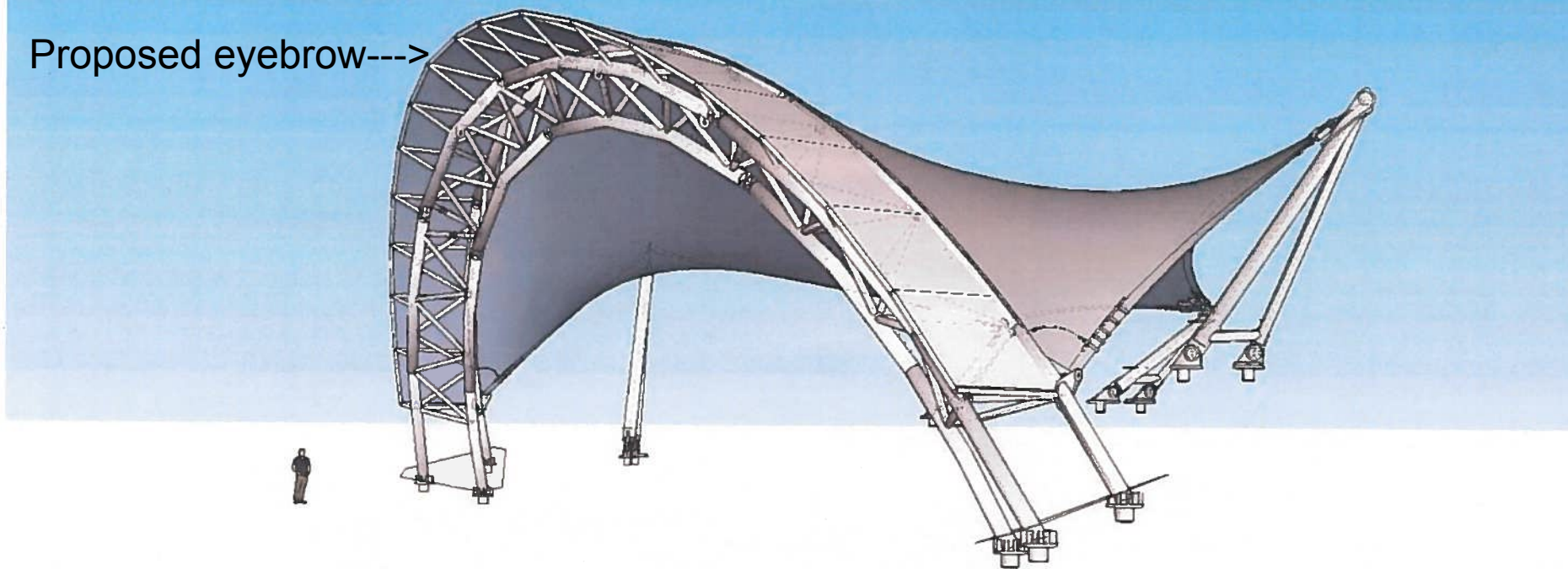
Cascades Structure Front Cover

PLAN VIEW

5.12.17

Attachment #2
Page 1 of 2

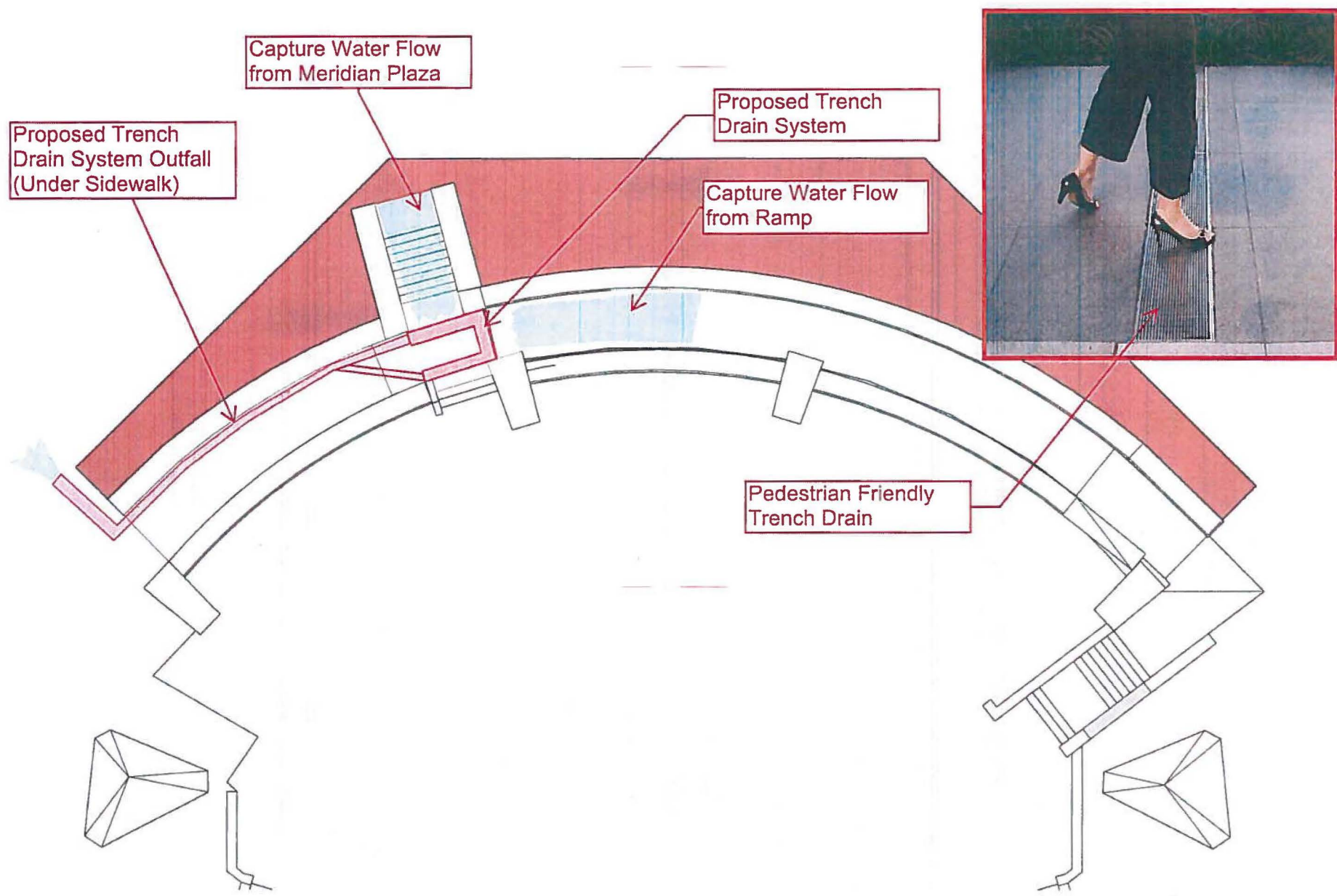
Proposed eyebrow--->

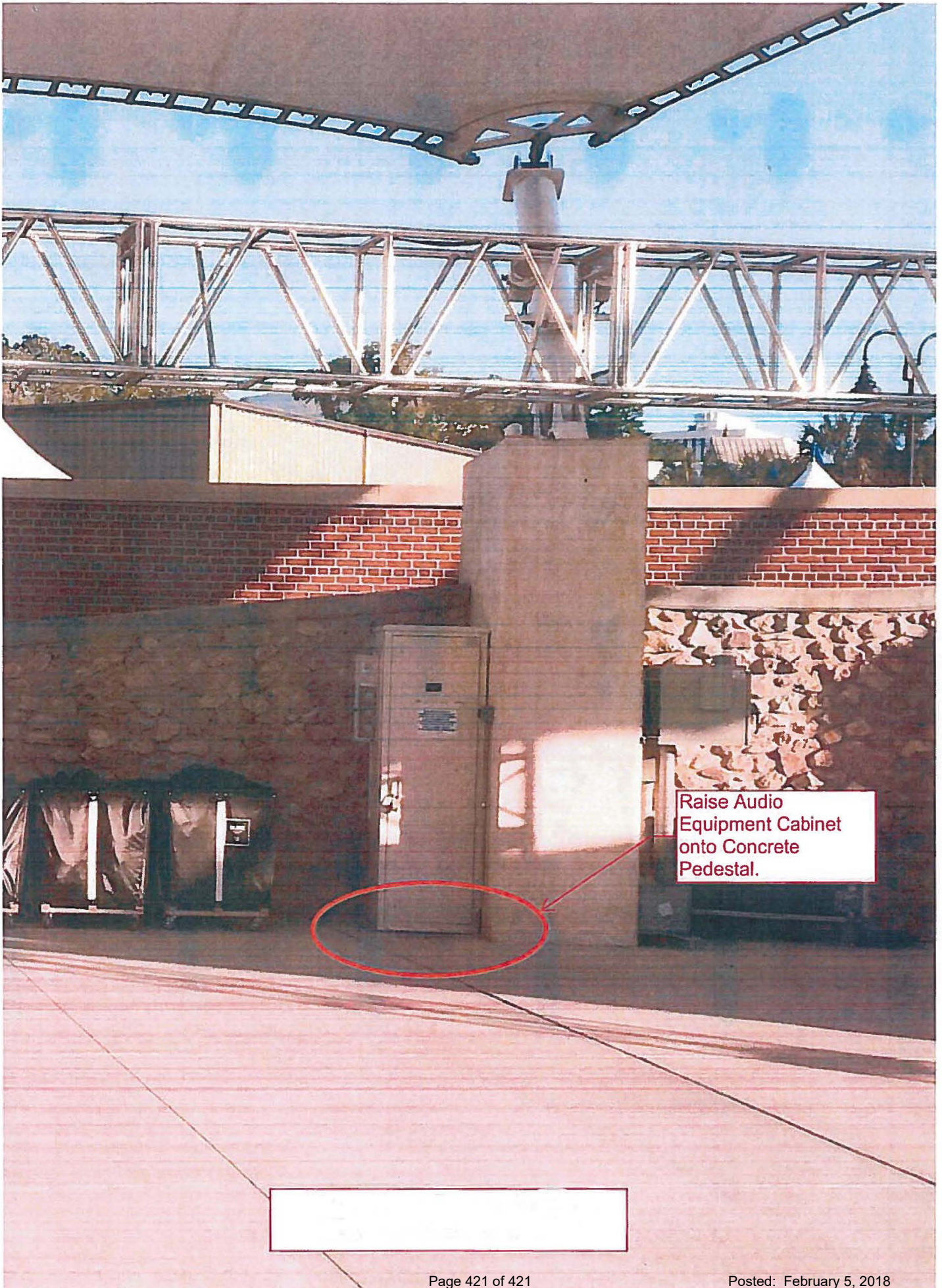


Cascades Structure Front Cover

VIEW 2

5.12.17





Raise Audio
Equipment Cabinet
onto Concrete
Pedestal.

[Redacted]