

# **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, October 9, 2018  
3:00 p.m.**

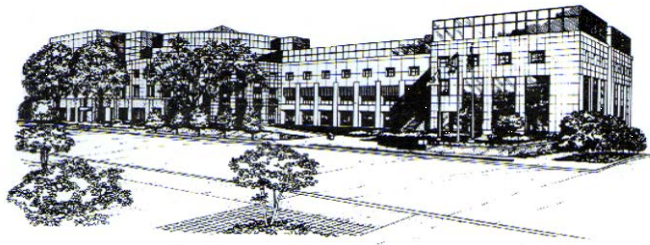
### ***COUNTY COMMISSIONERS***

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

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

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

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

**Board of County Commissioners**  
**Leon County, Florida**  
**Agenda**  
**Regular Public Meeting**  
**Tuesday, October 9, 2018, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by Pastor Dennis Young, Bible Believers Fellowship

Pledge of Allegiance by Commissioner Jimbo Jackson

**AWARDS AND PRESENTATIONS**

- Proclamation Recognizing Tony Park's 38 Years of Service to Leon County  
(Chairman Maddox)
- Presentation on CareerSource Capital Region  
(Jim McShane)
- Presentation of the Annual Report of the Tallahassee-Leon County Commission on the Status of Women and Girls  
(Andrea Jones, Vice- Chairman of CSWG)
- 1. Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report and Joint County/City Agreement with The Oasis Center for Women & Girls  
(County Administrator/County Administration)  
***[This item is included under Consent.]***

**CONSENT**

- 2. Payment of Bills and Vouchers  
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
- 3. Proposed Public Notice 2019 Tentative Meeting Schedule and the Proposed 2019 Board Travel Schedule and Proposed New Policy "Meeting Dates for Board of County Commissioners"  
(County Administrator/ County Administration)
- 4. Commissioner Appointment to the Code Enforcement Board  
(County Administrator/ County Administration)
- 5. Florida Department of Health County Emergency Medical Services Entitlement Grant  
(County Administrator/ Emergency Medical Services)
- 6. First Appearance Attorney Funding for the Office of the Public Defender, Second Judicial Circuit  
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
- 7. Request to Rename a Segment of "Sumerlin Drive" Located in the Meadow Ridge Subdivision to "Prairie View Court"  
(County Administrator/ Development Support & Environmental Management/ Addressing Program)

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

8. Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms (“Gun Show Loophole”) Ordinance  
*(County Administrator/ Development Support & Environmental Management/ Permit & Code 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**

9. Modifications to the County’s Tourism Grant Programs  
*(County Administrator/ County Administration/ Division of Tourism)*
10. FY 2019 Primary Healthcare Program Agreements  
*(County Administrator/ Office of Human Services & Community Partnerships)*
11. Agreement with Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services  
*(County Administrator/ Office of Human Services & Community Partnerships)*
12. Full Board Appointments to the Council on Culture and Arts and the Joint School Coordinating Committee  
*(County Administrator/ County Administration)*

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

- None

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

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

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- Capital Region Community Development District Minutes of Meetings, June 14, 2018, July 12, 2018 and August 16, 2018.
- Canopy Community Development District Annual Meeting Schedule for 2019

**ADJOURN**

*The next Regular Board of County Commissioner's meeting is scheduled for  
**Tuesday, October 23, 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](http://www.leoncountyfl.gov)**



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

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

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

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

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

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

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

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30	1	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
<b>January 2018</b>	<b>Monday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 9</b>	<b>No meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 15</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 16	1:30 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 <sup>th</sup> 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
	Thursday 25 & Friday 26	Seminar 2 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
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<b>February 2018</b>	Wednesday 7	7:30 a.m.-7:00 p.m.	FAC Legislative Day Challenger Learning Center – 200 S. Duval St.
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2018 Comprehensive Plan Amendments
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending of Official Zoning Map to change Zoning Classification from Urban Fringe (UF) District to Light Industrial (M-1) District
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<b>March 2018</b>	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Saturday 3 – Wednesday 7		NACO Legislative Conference Washington Hilton - Washington, DC
	Monday 19	1:30 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 <sup>th</sup> Floor Commission Chambers

Month	Day	Time	Meeting Type
March 2018 (cont.)	Tuesday 27	6:00 p.m.	First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision.
		6:00 p.m.	First and Only Public Hearing for the Type 'C' Site and Development Plan Application for the Benners Sand Mine on Tram Road
April 2018	Tuesday 10	<del>12:00 – 3:00 p.m.</del> Cancelled	<del>Workshop on Charter Review Committee Final Report</del>
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption and Transmittal Hearings on 2018 Cycle Comprehensive Plan Amendments
		6:00 p.m.	First of Two Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District (Barcelona Offices)
	<i>Continued until July 10, 2018</i>	<del>6:00 p.m.</del>	<del>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 (Bannerman &amp; Bull Headley)</del>
		6:00 p.m.	Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing to Consider Issuance of Bonds for Holy Comforter
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, Regarding the County Attorney
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms"
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Amend the Leon County Charter to Provide for a Code of Ethics Upon Voter Approval at the November 6, 2018 General Election
	Tuesday 17	<del>1:30 p.m.</del> Cancelled	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	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

Month	Day	Time	Meeting Type
<b>April 2018 (cont.)</b>	<b>Tuesday 24</b>	<b>3:00 p.m. Cancelled</b>	<b>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</b>
<b>May 2018</b>	Tuesday 8	1:00 p.m.	Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)
		6:00 p.m.	First & Only Public Hearing on proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two-Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (5819 W. Tennessee St. – Ceballos Mixed Use Development)
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from Residential Acre (RA) Zoning District to Single Family Two-Family Residential (R-3) Zoning District (3700 Deshazier Ln)
	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 <sup>th</sup> Floor Commission Chambers
	Thursday 24	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Monday 28</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
<b>June 2018</b>	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 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election
		6:00 p.m.	First & Only Public Hearing to Consider Adoption of Ordinance Imposing Reasonable Limitations on the Submission of Documentary Evidence in Quasi-Judicial Proceedings
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 16, Article V, to Address a Recent Law Change Disallowing Security Funds from Dealers of Communications Services and to Make Other Minor Amendments
		6:00 p.m.	First & Only Public Hearing to Consider a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing

Month	Day	Time	Meeting Type
<b>June 2018</b> (cont.)	Tuesday 19	6:00 p.m.	First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
	Thursday 21	1:00 – 3:00 p.m.	Workshop Blueprint 2020 Implementation Plan for Infrastructure & Economic Development Programs City Commission Chambers
		3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency meeting City Commission Chambers
		3:00 p.m.	Joint Adoption Hearing for the 2018 Comprehensive Plan Amendments on the proposed text amendment to the Intergovernmental Coordination Element City Commission Chambers
	<i>Tuesday 26 - Friday 29</i>		<i>FAC Annual Conference &amp; Educational Exposition Orange County; Hyatt Regency, Orlando, FL</i>
<b>July 2018</b>	<b>Wednesday 4</b>	<b>Offices Closed</b>	<b>INDEPENDENCE DAY</b>
	Monday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<del>Tuesday 10</del>	<del>9:00 a.m. – 3:00 p.m.</del> <i>Cancelled</i>	<del>Budget Workshop (if necessary)</del>
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing on 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 (Bannerman & Bull Headley)
		6:00 p.m.	First & Only Public Hearing to Consider Adoption of Ordinance Amending Chapter 11, Article XXIII of Code of Laws of Leon County to Establish a Prohibition on Simulated Gambling Devices
		6:00 p.m.	First & Only Public Hearing to Consider Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of the Unimproved Alley Abutting Lots 51, 52, 53 & 54 per the Plat of the Plantation of the Florida Pecan Endowment Company
		6:00 p.m.	Second Public Hearing on a Federal FY 2017 Small Cities Community Development Block Grant Application
	<i>Friday 13 - Tuesday 16</i>		<i>NACo Annual Conference &amp; Exposition Gaylord Opryland - Davidson County - Nashville, TN</i>
	<b>Tuesday 24</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>

Month	Day	Time	Meeting Type
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. Cancelled	Public Hearing on Charter Amendments (if necessary)
	Tuesday 28	Primary Election	PRIMARY ELECTION DAY
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September 2018	Monday 3	Offices Closed	LABOR DAY
	Tuesday 4	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First Public Hearing for Adoption of the FY18/19 Tentative Millage Rates and Tentative Budgets
		6:00 p.m.	First & Only Public Hearing to Adopt a Proposed Ordinance Amending Section 10-6.617, Entitled Residential Preservation, Renaming Section 10-6.617 to Residential Preservation (RP) Zoning District
		6:00 p.m.	First & Only Public Hearing for the Lazy Daze Campground and Recreational Vehicle (RV) Park Type 'C' Site and Development Plan Application
	Continued to September 24	6:00 p.m.	First & Only Public Hearing for North Monroe Free Standing Emergency Room Type 'C' Site and Development Plan Application
	Wednesday 12 Sunday 16		Congressional Black Caucus Annual Legislative Conference, Washington D.C.
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 20	3:00 p.m.	Blueprint Intergovernmental Agency Workshop on Economic Development Strategic Plan City Commission Chambers
		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 <sup>th</sup> Floor Commission Chambers
	Monday 24	6:00 p.m.	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 18/19
	(continued from September 4 <sup>th</sup> )	6:00 p.m.	First & Only Public Hearing for North Monroe Free Standing Emergency Room Type 'C' Site and Development Plan Application
		6:00 p.m.	First & Only Public Hearing to Consider the Recommended Order on the Site and Development Plan Application for Market District Housing
	Wednesday - 26 Thursday 27		FAC Innovation, Education & Leadership Summit Charlotte Harbor Event & Conference Center – Charlotte County- Punta Gorda, FL
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October 2018	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 16	9:00 – 11:00 a.m. <u>Cancelled</u>	Capital Region Transportation Planning Agency Workshop - TBA



Month	Day	Time	Meeting Type
<b>October 2018 (cont.)</b>	<i>Thursday 18 – Friday 19</i>		<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 23	1:30 p.m.	Workshop on the 2019 State & Federal Legislative Priorities
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to approve an amendment to the Southwood Integrated Development Order
		6:00 p.m.	First & Only Public Hearing to Consider a Proposed Resolution for Vacation of a Portion of Plat, Preserve at Buck Lake – Phase 1 Subdivision
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<b>November 2018</b>	<b>Tuesday 6</b>	<b>General Election</b>	<b>ELECTION DAY</b>
	<b>Monday 12</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<b>Thursday 22</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 23</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
	Monday 26	<del>1:30 p.m.</del> <b>9:00 a.m.</b>	Capital Region Transportation Planning Agency <b><u>Retreat/Workshop - TBA</u></b>
	<i>Wednesday 28 - Friday 30</i>		<i>FAC Legislative Conference - Marriott Tampa Waterside – Hillsborough County-Tampa, FL</i>
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<b>December 2018</b>	Monday 10	9:00 a.m. – 4:00 p.m.	Board Retreat <b><u>Goodwood Carriage House Conference Center</u></b>
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 13	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 24</b>	<b>Offices Closed</b>	<b>CHRISTMAS EVE</b>
	<b>Tuesday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
	<b>Monday 31</b>	<b>Offices Closed</b>	<b>NEW YEAR'S EVE</b>
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<b>January 2019</b>	<b>Tuesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 8</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 21</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 22	3:00 p.m.	Regular Meeting



## **Citizen Committees, Boards, and Authorities**

### **Vacancies and 2018/2019 Term Expirations**

[www2.leoncountyfl.gov/committees/list.asp](http://www2.leoncountyfl.gov/committees/list.asp)

#### **CURRENT VACANCIES**

##### **Advisory Committee on Quality Growth**

Board of County Commissioners (1 appointment)

*(Seat 7: person employed by or represents, a community-based, environment-related organization)*

##### **Affordable Housing Advisory Committee**

Board of County Commissioners (2 appointments)

1. seat h. A citizen who actively serves on the local planning agency; and

2. seat b. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing; or

seat j. A citizen who represents employers within the County, if possible.

##### **CareerSource Capital Region Board**

Board of County Commissioners (1 appointment)

##### **Code Enforcement Board**

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

##### **Planning Commission**

Board of County Commissioners (1 appointment)

#### **UPCOMING TERM EXPIRATIONS**

##### **SEPTEMBER 30, 2018**

##### **Council on Culture & Arts**

Board of County Commissioners (2 appointments)

##### **Joint School Coordinating Committee**

Board of County Commissioners (1 appointment)

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

Board of County Commissioners (5 CSWG appointments)

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

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 (1 appointment)

##### **Tourist Development Council**

Board of County Commissioners (2 appointments)

**DECEMBER 31, 2018**

**Audit Advisory Committee**

Board of County Commissioners (2 appointments)

**Joint City/County Bicycling 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)

**MARCH 31, 2019**

**Contractors Licensing and Examination Board**

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

**APRIL 30, 2019**

**Tallahassee Sports Council**

Board of County Commissioners (2 appointments)

**TLC Minority, Women, & Small Business Enterprise Citizen Advisory Committee**

Board of County Commissioners (2 appointments)

**Value Adjustment Board**

Board of County Commissioners (1 appointment)

**MAY 31, 2019**

**Advisory Committee on Quality Growth**

Board of County Commissioners (7 appointments)

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Agenda Item #1

October 9, 2018

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

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

**Title:** Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report and Joint County/City Agreement with The Oasis Center for Women & Girls

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Heather Peeples, Specials Projects Coordinator

### **Statement of Issue:**

This agenda item seeks the Board's acceptance of the Tallahassee-Leon County Commission on the Status of Women and Girls 2018 Annual Report and approval of a joint County/City agreement with The Oasis Center for Women & Girls for providing administrative support to the Committee.

### **Fiscal Impact:**

This item has a fiscal impact. The County's \$20,000 share of the proposed Joint Agreement has been budgeted and adequate funding is available in the FY 2018/19 budget.

### **Staff Recommendation:**

- Option #1: Accept the 2018 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report (Attachment #1).
- Option #2: Approve the Agreement for staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and the Oasis Center for Women & Girls for administrative support (Attachment #2).

## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's acceptance of the Tallahassee-Leon County Commission on the Status of Women and Girls 2018 Annual Report and approval of the joint County/City agreement with The Oasis Center for Women & Girls for providing administrative support to the Committee.

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

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

On March 12, 2013, the Board adopted a joint Enabling Resolution establishing the Tallahassee-Leon County Commission on the Status of Women and Girls (Committee). The City Commission subsequently adopted the Resolution. The Resolution states that Oasis shall provide administrative support to the joint Committee, per the adoption of an agreement with the County and City. On September 24, 2018, the Board adopted the 2018/19 fiscal year budget that included \$20,000 to Oasis for the administrative support to the Committee.

### **Analysis:**

#### *2018 Commission on the Status of Women and Girls Annual Report (Attachment #1)*

According to the report, the Committee's research and work conducted over the past year relates to various issues affecting women and girls, with the goal of understanding local impacts within the community. The report includes a summary of the Commission's activities, a Strategic Review Update, as well as updates and recommendations from the Commission's three committees: (1) Health and Development, (2) STEM and Economic Security, and (3) Violence and Safety.

At the Commission meeting, Andrea Jones, Committee Vice-Chair, will be available to present the Commission on the Status of Women and Girls Annual Report and answer any questions.

*2018-19 Joint County-City Agreement (Attachment #2)*

Pursuant to the County-City Enabling Resolution, Oasis provides administrative support to the Committee. The proposed joint County-City agreement with Oasis provides funding in the amount of \$20,000 from the County and \$20,000 from the City (for a total of \$40,000) for administrative support to the Committee for FY 2018/19. As directed by the Board, the Joint Agreement states that one-half (\$10,000) of the County funding shall be dedicated to provide research and development support to the Committee. The County's portion of funding to Oasis in the amount of \$20,000 has been budgeted.

The proposed Agreement has been amended to include reporting requirements consistent with all other outside agency contracts for services. Per the Agreement, the Commission would provide both the County and the City with a mid-year and annual report including the Commission's budget, expenditures, and a summary of the Commission's activities.

**Options:**

1. Accept the 2018 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report (Attachment #1).
2. Approve the Agreement for staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls with the City of Tallahassee and the Oasis Center for Women & Girls for administrative support (Attachment #2).
3. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. 2017-18 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report
2. Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Woman and Girls

# Tallahassee/Leon County Commission on the Status of Women and Girls



## 2017-2018 ANNUAL REPORT

*A citizens' advisory board to the City of Tallahassee and Leon County Commissions, formed by joint resolution in 2013, unique in the State of Florida for service to two municipal governments with a focus on policy supporting the well-being of both women and girls.*

*Presented by the 21 volunteer commissioners, with thanks to the staff of the Oasis Center for Women & Girls, the City of Tallahassee, Leon County and its residents.*





# Tallahassee/Leon County Commission on the Status of Women and Girls

## 2017/18 Commissioners

Megan Doherty, Chair  
Andrea Jones, V. Chair  
Paula DeBoles-Johnson,  
Immediate Past-Chair  
Dr. Cicely Brantley  
Wendi Cannon  
Viletta Coombs, Esq.  
Dr. Rebekah Dorn  
Gina Giacomo  
Cecka Rose-Green  
Dr. Elizabeth Jakubowski  
Jane Johnson  
Patricia McCray  
Ericka McKibbin  
Dr. Michelle Mitcham  
Kelly Otte  
Michelle Personette  
Jacqueline Porter  
Antoneia Roe, Esq.  
Darby Kerrigan-Scott, Esq.  
Amber Tynan  
Marcia Warfel

Dear City of Tallahassee Commissioners and Leon County Board of County Commissioners,

Within this annual report, the 2017-2018 CSWG is pleased to share the research and work conducted over the past year related to various issues affecting women and girls, with the goal of understanding local impacts within our community.

In particular, the international conversation related to sexual assault and violence against women has revealed the urgent need for strong advocates on behalf of women and girls in our community. In 2015, the CSWG published the *Report on Sexual Violence Response in Tallahassee-Leon County*, which included key recommendations for improving local data collection and tracking, and strengthening law enforcement's capacity to respond to sexual assault.

In response to this international conversation and as a follow-up to the recommendations and findings of the 2015 report, the CSWG Commissioners held the #MeToo Community Conversation, where the community was invited to a roundtable discussion to share experiences and learn more about resources available to support women and girls in Tallahassee-Leon County. Findings from this community conversation are detailed in this report.

The work of the CSWG this past year, and every year, continues to build on the mission first identified in the enabling resolution by Leon County and the City of Tallahassee that formed the CSWG, which acknowledges that progress has been made, but that "there is still work to be done before women and girls achieve economic, education and employment parity."

On behalf of the 2017-2018 Commission on the Status of Women and Girls, we thank you for the opportunity to serve Leon County and the City of Tallahassee as part of our collective desire to effect real change for women and girls in our community.

*Staffed by*

The Oasis Center  
for Women & Girls  
(850) 222-2747  
CSWGstaff@theoasiscenter.net  
Trey Foerster, Staff Liaison

Sincerely,

Megan Doherty, Chair  
Tallahassee/Leon County  
Commission on the Status  
of Women and Girls



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2017/18 CSWG Chair Megan Doherty (left) is honored for her service to women and girls in Tallahassee-Leon County, pictured here with incoming chair Gina Giacomo who presented the gifts on behalf of the CSWG.

## Executive Summary

### Introduction

The 2017/18 Commission on the Status of Women and Girls, led by Chair Megan Doherty and Vice Chair Andrea Jones, embarked on a new iteration of the advisory board. Building off work from last year, the commission put new policies and structure in place to improve its stability and usefulness by focusing committee attention on key policy areas that impact women and girls in Tallahassee-Leon County. The new structure allows the CSWG to make better use of the voluminous research done by previous commissions to produce actionable recommendations, respond to emerging issues, and proactively contribute to dynamic, inclusive policies by lawmakers.

The committees—Health and Development, STEM and Economic Security, Violence and Safety—have carried out the mission of the commission through community outreach, partnership and resource development, as well as data collection and analysis. The work of this year's commission addressed timely issues on both the local and national stage, including sexual violence and economic opportunity for women. Additionally, the Organization and Bylaws is developing a strategic plan to guide future efforts of the CSWG, designed to establish continuity and improve impact.

The annual report details work of the committees in the critical policy areas as well as work by the commission as a whole toward the longevity and value of the advisory board in addressing pressing needs of the community through support of its elected officials. The CSWG seeks to celebrate the best practices that exist in our local government, education, and business sectors; facilitate collaboration among key partners; and draw attention to potential solutions for the extant issues in Tallahassee-Leon County that are exhibiting success in other communities. By doing so, the CSWG expects enhance the efforts of local officials that improve quality of life for the women and girls who live here.

### Strategic Plan Update

Extending from the Strategic Review begun in 2016/17, the commission has begun the development of a multi-year strategic plan to guide the work of the CSWG, improving continuity between commission

years, enabling the measurement of impact, and supporting responsiveness and usefulness to the City and County Commissions.

The original strategic review team included CSWG leadership, a City of Tallahassee commissioner and a Leon County commissioner, and a representative of the Oasis Center for Women & Girls. Taking the steps outlined by the review team, the CSWG has assessed staffing needs, formalized communication processes, and restructured the commission to focus attention more effectively on multiple policy areas. The incoming CSWG leadership has been a part of the process in 2017/18 and will continue the work to finalize the strategic plan.

### Committee Structure Update

New for the 2017/18 commission year is a reorganization of the standing committee structure to reflect the critical policy areas identified through the work of previous commissions. The change was made to better organize and focus the work of the commission on these key areas. The three issue-oriented standing committees are: Health and Development, STEM and Economic Security, and Violence and Safety. A fourth standing committee, Organization and Bylaws, is formed of the committee chairs and headed by the vice chair of the commission. Each committee meets a minimum of monthly, with the full commission meeting on a monthly basis as well.



CSWG Vice Chair Andrea Jones speaking at the opening retreat held in October 2017 at the FSU Center for Leadership and Social Change.



## Committee Activities

CSWG committees set action plans at the start of the commission year to address the assigned policy areas, and pursued these goals through various activities.

### Health and Development

The Health and Development committee initiated work on a health report card specific to women and girls to create a baseline for future assessment of progress and need. The committee found that, in many instances, data reporting that is generalized to the whole of Leon County serves to hide critical issues in some of our communities. The committee also noted that the County's award-winning GIS department might be a valuable resource in creating useful mapping tools to allow for more in-depth examination of stress factors, which is needed to reveal actionable solutions for these smaller areas. These include rates of sexually-transmitted infections, maternal and infant health, nutrition, and mental health indicators. The mental health of women in Tallahassee-Leon County is in decline. The committee will focus further efforts on this topic next year.

### STEM and Economic Security

The STEM and Economic Security committee produced a collection tool to populate a database of women speakers. The online speaker's bureau will raise awareness of the broad expertise that exists

among women locally and provide a way to access them as a resource. The tool is live on the CSWG website. The committee also hosted a public hearing on women's economic security to gather data from the public in advance of the 2019 summit they are planning to highlight critical partnerships and opportunities for advancing women's economic security in Tallahassee-Leon County. More than half of the women surveyed by the committee are not in a financial position to prepare for retirement, and the cost of housing and childcare are significant factors in monthly expenses that exceed suggested levels.

### Violence and Safety

The Violence and Safety committee convened a public conversation on sexual violence in concert with the international #MeToo movement. “#MeToo: A Community Conversation with the CSWG” brought together community members and service providers to discuss needs and services related to sexual violence prevention and response. Speakers representing services for veterans, students, and survivors of domestic violence attended. In conjunction with the community conversation, the committee created a survey that collected data on experiences of sexual violence in the past year. Over 100 surveys were collected, and will continue. So far, the data shows experiences of sexual violence across the socio-economic spectrum with multiple instances of victimization and most frequently in parks or public spaces.

## CSWG Recommendations

- ◆ Disaggregate and map data layers as a standard practice to identify stress factors in neighborhoods. More localized data will help to show specific areas of need and potential for collaborative solutions.
- ◆ Increase public awareness of and youth education for sexually-transmitted infections, including how transmission occurs, with risk and prevention factors. This represents an urgent need.
- ◆ Extend financial education to girls starting in middle school to establish healthy financial habits early, and for women age 35-50 regarding retirement savings and investment options.
- ◆ Examine potential strategies for employers to assist the workforce with childcare and educational opportunities to improve women's economic security.
- ◆ Initiate collaboration between the CSWG and the group conducting the CSC needs assessment.
- ◆ Establish partnerships to collect representative sample data on sexual violence to determine actionable prevention options.
- ◆ Train municipal employees (utilities, parks) to recognize and report signs of human trafficking.

## Mission, Members, and Leadership

The Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) serves as an advisory board to elected officials of the City of Tallahassee and Leon County. The CSWG collaborates with the community, raises awareness, and makes public policy recommendations regarding issues that impact women and girls in our local community. The driving force behind the CSWG's mission is to serve as the leading advocate for improving the lives of women and girls in the Tallahassee/Leon County community.



Megan Doherty, Chair



Andrea Jones, Vice Chair

Beginning in 2011, local elected leaders recognized a need in our community and called together 21 women of various backgrounds, expertise, and experiences, asking them to help improve our community for 52.5% of our residents – the women and girls who call Tallahassee-Leon County home. Since that time, the research and community engagement undertaken by the CSWG has led to a greater understanding of issues facing women and girls in our community, and created within the CSWG a strong foundation of subject-area expertise regarding these local challenges.

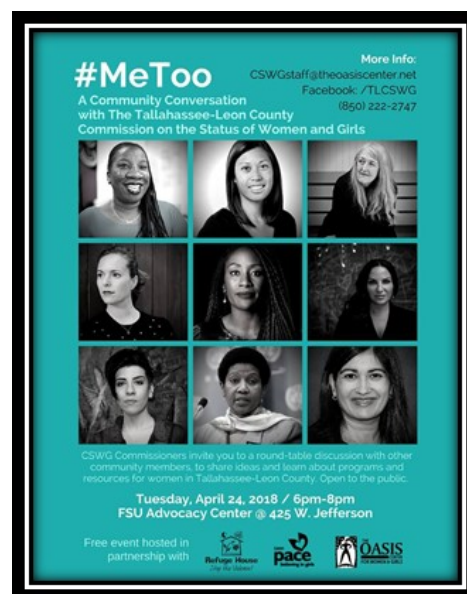
In partnership with the Board of County Commissioners and the City Commission, the CSWG completed a two-year strategic review in fall 2017 – many thanks to Commissioners Kristin Dozier and Curtis Richardson for their guidance and input during this process. The Strategic Review (included herein with progress updates) provides the foundation and direction for the CSWG to better support the Board of County Commissioners and City Commission as issues affecting women and girls are considered. The direction received through the Strategic Review has guided the work of the CSWG over the past year as the CSWG strives to accomplish the goals and initiatives collectively identified by the Board of County Commissioners, City Commission, and CSWG.

In 2017-18, the 21 women who served on the commission represented fields of law, K-12 and higher education, social work, emergency management, urban planning, marketing, and executive management across human service agencies and nonprofit organizations, state and local government, and private enterprise. They have collectively volunteered approximately **1,500 hours** toward achieving commission goals. Their valuable service make the work of the CSWG possible.

The commissioners extend special thanks to LaShawn Gordon of PACE Center for Girls, Robin Hassler Thompson of Survive and Thrive Advocacy Center, Meg Baldwin of Refuge House, Dr. Paul Knoll of the Tallahassee Recovery Center, and the many service providers, experts, and community stakeholders who informed the commission's work this year.

## 2017-2018 CSWG Public Outreach

April 2018: During April, Domestic Violence Awareness Month, CSWG hosted a **#MeToo Community Conversation** to discuss sexual violence against women and girls in our community. The CSWG also created a **#MeToo survey** to gather local data on sexual violence, with nearly 100 respondents surveyed to date.



May 2018: The CSWG supported and spoke at the launch event for a **free financial workshop** for women arranged by the Tallahassee Leon Federal Credit Union and the Oasis Center for Women & Girls. Commissioners presented and collected data related to the financial well-being of women.



June 2018: The CSWG hosted a **public hearing on economic security** to better understand the economic barriers facing local women and girls. Community members offered testimony related to health care access, childcare costs, and job availability.

## Strategic Review: 2017/18 Update

In 2016, the CSWG determined there was a need to engage in strategic planning to define ways the commission could better support the City and County governments in meeting the needs of women and girls in the Tallahassee/Leon County community, and ultimately convened a CSWG Strategic Planning Working Group, which consisted of the following members:

Leon County Commissioner Kristin Dozier;  
City of Tallahassee Commissioner Curtis Richardson;  
2015/16 CSWG Chair Sha’Ron James;  
2016/17 CSWG Chair Paula DeBoles-Johnson; and  
Haley Cutler, then-executive director of The Oasis Center for Women & Girls.

The Working Group met four times between July 2016 and May 2017, and meetings were facilitated by business consultant Dr. Elaine Bryant. Through member discussions and a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis of both the CSWG and the status of women and girls in Tallahassee-Leon County, the Working Group developed a strategic review to support the development of a strategic plan for the CSWG. The strategic review was finalized in fall 2017.

Throughout the 2017/18 commission year, the CSWG worked to accomplish the goals and initiatives established by the strategic review. Significant progress has been made on all goals and initiatives. Using the components set forth in the strategic review, the development of a multi-year strategic plan is underway. Progress on the elements of the strategic review is detailed in the following pages.

<b>Initiative 1:</b> Improve the CSWG’s ability to respond to ongoing and immediate issues, emerging and existing City and County policy, and broader issues affecting women and girls.			
	Responsible Party	Date	<b>Current Status:</b> Sept. 2018
<b>Goal 1:</b> Develop a plan to create a collaborative effort to respond to established issues identified by City and County Commissioners and identify emerging policy issues to include actionable recommendations.	CSWG	Sept. 30, 2017	<b>Complete:</b> CSWG approved new policies (Policy #018 “Policy Procedures” and Policy #019 “Policy Topics”) at the August 2017 meeting to define strategies for identifying and responding to emerging policy issues.
<b>Goal 2:</b> Conduct a comprehensive review of and make recommendations regarding all existing recommendations presented by the CSWG.	CSWG	Sept. 30, 2017	<b>Complete:</b> CSWG Policy Committee completed review and provided recommendations September 2017.
<b>Goal 3:</b> Assess partnership opportunities with other governmental and nongovernmental entities.	CSWG/LCC/COT	Dec. 31, 2017	<b>Ongoing:</b> Partnership opportunities are assessed and pursued as committees evaluate and develop recommendations.



## Strategic Review: 2017/18 Update

<b>Initiative 2:</b> Create a Commission structure that ensures the accomplishment of goals, and cultivate an environment in which CSWG Commissioners are valued for their contributions and strengths.			
	Responsible Party	Date	<b>Current Status:</b> Sept. 2018
<b>Goal 1:</b> Review and make recommendations regarding the CSWG board appointment process and structure.	CSWG/ LCC/COT/Oasis	April 30, 2018	<b>In progress:</b> CSWG appointment process is being evaluated as a component of the strategic plan.
<b>Goal 2:</b> Review and make recommendations regarding the standing committee structure, CSWG bylaws, policies, and procedures	CSWG	Dec 31, 2017	<b>Complete:</b> Review completed August 2017; recommendations for aligning committee structure with policy areas implemented beginning with the 2017-2018 CSWG Commission year.
<b>Goal 3:</b> Develop a strategic communications plan that is aligned with the CSWG mission	CSWG	Dec. 31, 2017	<b>In progress:</b> A strategic communications plan is being developed in conjunction with the strategic plan.
<b>Goal 4:</b> Review and make recommendations to Oasis, City, and County regarding staffing needs	CSWG	April 30, 2018	<b>In progress:</b> Survey data is being analyzed as a component of the strategic plan.

<b>Initiative 3:</b> Create and adopt a multi-year Strategic Plan which incorporates the initiatives and goals established during the 2016-17 strategic review.			
	Responsible Party	Date	<b>Current Status:</b> Sept. 2018
<b>Goal 1:</b> Strategic Plan will be developed based on this Strategic Review	CSWG/LCC/COT/Oasis	Dec 31, 2018	<b>In progress:</b> An update on the development of a strategic plan, based on approved Strategic Review, will be presented as part of the CSWG Annual Report to the City and County Commissions in October 2018.

## Health and Development Committee

The Health and Development Committee of the CSWG is dedicated to increasing the awareness of health related needs of women and girls in Tallahassee and Leon County. The committee's goals include: A) supporting the integration of health services and other social supports through the implementation of wrap-around approaches in local schools and B) increasing awareness of the impact of social and emotional health and wellbeing on outcomes of women and girls.



**Dr. Michelle Mitcham,**  
**Committee Chair**



**Dr. Cicely Brantley**



**Jane Johnson**



**Ericka McKibbin**



**Amber Tynan**

### Analysis of Existing Health Data: The Understory

There is a wealth of data available that can be used to assess the overall health and well-being of women and girls in Tallahassee and Leon County. Across many indicators, the data would suggest that the health status of women and girls in Tallahassee and Leon County is in fact quite good, and in many areas, better on average than in other parts of the state. However, when those same data points and outcome measures are disaggregated and examined by race, zip code or smaller geographic tracts, a different story unfolds.

It is a story of wide variations in well-being measures such as poverty, food insecurity, quality of public education and access to health care. Research conducted by the U.S. Centers for Disease Control and Prevention on the determinants of social and economic inequities has shown that there are multiple factors driving the stubborn disparities that define the social, emotional, educational, and health opportunities in many communities. Some of those factors include high quality pre-K – 12<sup>th</sup> grade education and evaluation of curriculum, access to appropriate, affordable and timely primary and specialty health care, availability of healthy and affordable nutrition options, access to gainful employment, safe neighborhoods and community and family supports.

We may appear better off than many parts of the state, but in many places we are still lagging behind. This data has implications for improvement. We are only as strong as our most vulnerable areas and individuals in our community. The CSWG Health and Development committee recommends disaggregating the available data to examine hyper-local environments and better determine behavioral influences, barriers, and strengths.



## Questions to be answered include:

- What are the barriers to access? Equity is the issue. Access is the problem. How can we improve the system and remove some of the barriers those facing this inequity encounter?
- What are some strategies or ideas to reconcile the differences? Should we coordinate care by for-profit and non-profit providers? Can a community school model provide solutions?

## Direct Implications for Women and Girls in Tallahassee/Leon County

The analysis of this information is important because in looking at data sets that exist, there are pockets in our community with high rates of free or reduced lunch (Title I schools), specific to the areas in the urban core of Leon County, including the Southside, or zip code areas 32301, 32304, and 32305, with significantly less access to educational resources and health resources which impedes women and girls' ability to be successful. Mental, physical, educational, and nutritional health are critical for proper physical, mental, psychological and emotional development.

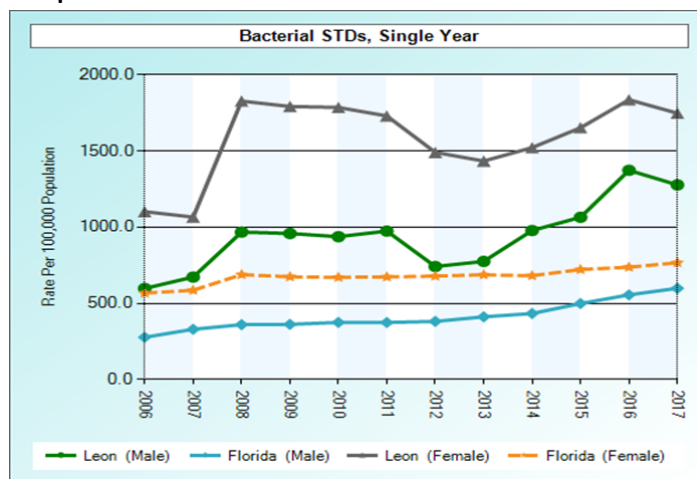
While the ability to disaggregate data and compare data points by zip code, or even more localized subsets, would be ideal, the county-level data provides important context and insight on how women and girls are faring compared with other counties in Florida, revealing opportunities for local improvement. The data included in this year's annual report is an introduction to areas of concern for the commission that will be further analyzed over the course of the next year, with the goal of developing a more targeted and specific action plan for our community.

In advance of an action plan, we present the following health and well-being measures to serve as benchmarks against which we can measure future progress. This health and well-being "report card" is designed to shine a light on particular issues of concern that merit more in-depth analysis than the aggregated data allows.

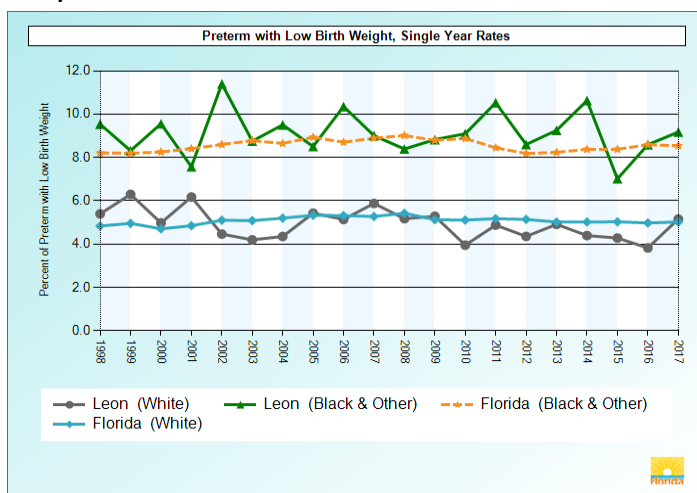
### Physical Health

The rate of women in Leon County with Bacterial STDs (Graph 1.1) is more than double the rate of the rest of the state. According to the Florida Department of Health website, "some young people, including those who have abstinence education, consider oral and anal sex to be abstinent behaviors and do not realize these behaviors present risks to STD transmission." There is an urgent need for improved public awareness and education about STDs for Leon County's youth.

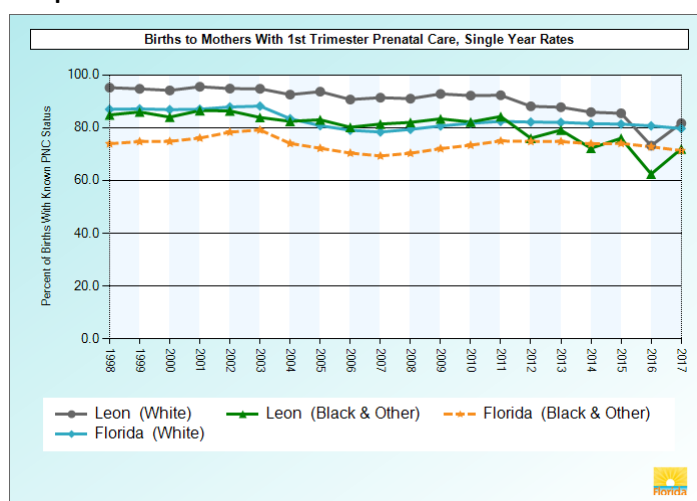
Graph 1.1



Graph 1.2



Graph 1.3



## Physical Health (cont.)

Babies of mothers who do not get prenatal care (Graph 1.2) are three times more likely to have a low birth weight and five times more likely to die than those born to mothers who do get care. In Leon County, the rate of preterm and low-weight births is significantly higher among non-white mothers than among white mothers, mirroring the statewide pattern for this indicator.

Non-white women are less likely to receive first trimester prenatal care than white women (Graph 1.3). The Leon County Health Department's Social Services Program provides Healthy Start services to assist mothers, children and families in obtaining their optimal health status, through care coordination that emphasizes a strong case management component.

More than 60 percent of births to non-white mothers in Leon County are covered by Medicaid, compared with just over 20 percent of births to white mothers (Graph 1.4), indicating that many non-white mothers were uninsured or low-income or both when they became pregnant.

## Mental Health

The rate of women in Leon County reporting poor mental health has been on a startling upward trajectory since 2013, exceeding the statewide average in 2016 (Graph 2.1). The rising trend for suicide in women in Leon County (Graph 2.2) confirms the imperative. Exacerbating and mitigating factors need to be investigated.

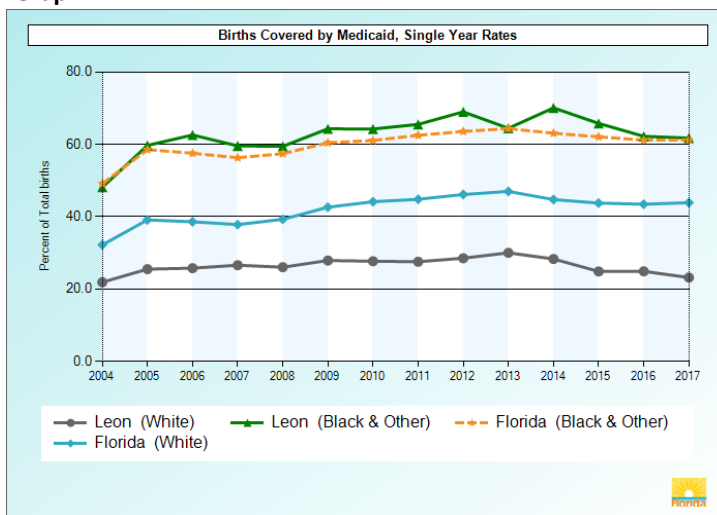
The rate of non-fatal hospitalizations for eating disorders is increasing at an alarming rate, compared with the rest of the state (Graph 2.3). This is an indicator of serious mental health issues in the county and merits further study and analysis.

## Education

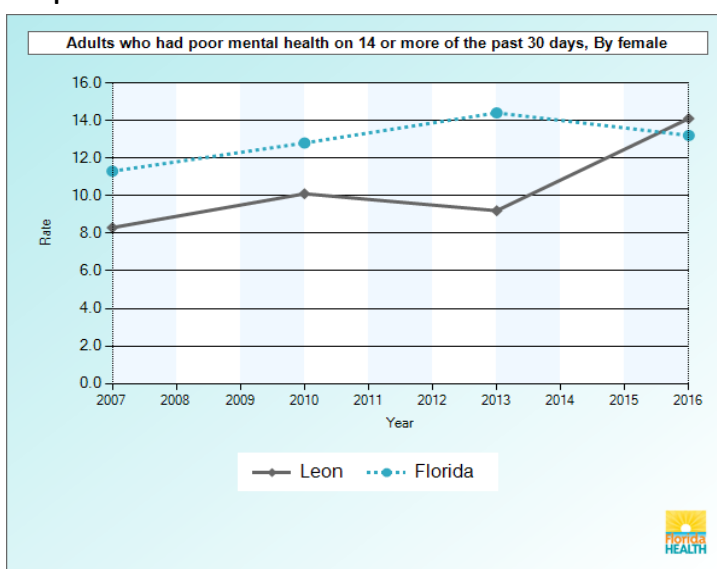
The 2017 report by the LeRoy Collins Institute found that Leon County schools have become highly segregated. Title I schools in the district have, on average, 84% minority students, with up to 96.4% students identifying as non-white. Many of these schools have 100% of their students coming from economically disadvantaged households.

In order to examine this disparity the committee intends to analyze the variety of indicators using Graphic Information Systems (GIS) software to

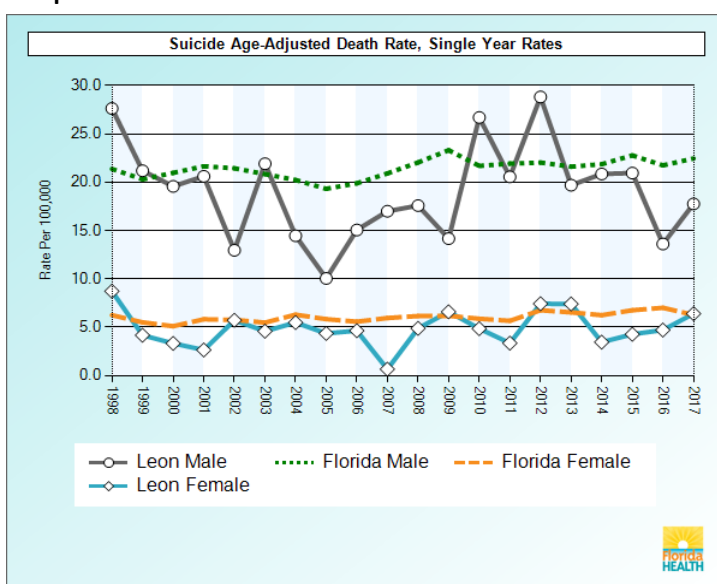
**Graph 1.4**



**Graph 2.1**



**Graph 2.2**



## Education (cont.)

attempt to better understand the most critical influencers in these patterns. Leon County has an award-winning MIS/GIS department. The committee recommends exploring the potential of focusing the County's mapping resource on the data gap detailed in this report to create a layered map that allows further examination by the CSWG of the factors impacting educational outcomes as they relate to the mental and physical health of women and girls. This project could and should happen in concert with the needs assessments underway for both CHSP and the Children's Services Council.

## Food Insecurity

Food insecurity is defined by the USDA as the disruption of food intake or eating patterns because of lack of money and/or mobility. As is the case with many other indicators highlighted in this report, food insecurity in Leon County is significantly more pronounced across certain zip codes.

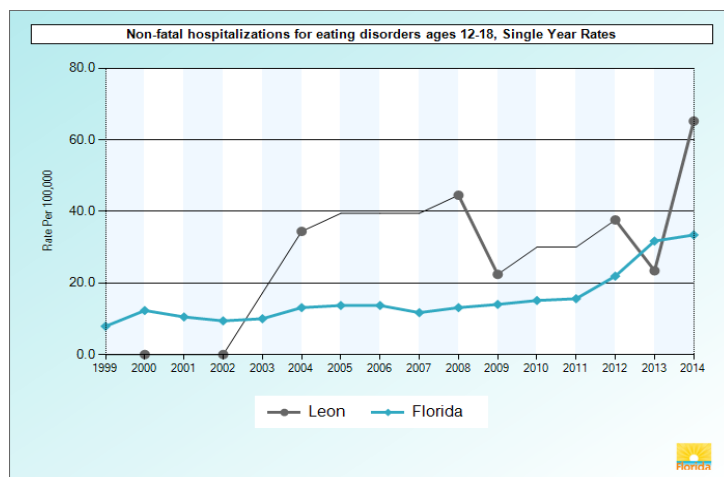
Districts one, two, and three of Leon County represent the lowest income communities in the county. They also represent the communities receiving the largest financial amount of SNAP (Supplemental Nutrition Assistance Program) aid in the district (Graph 3.1). The volume represents more than five times that of the more affluent districts in the region. This data is mirrored by the volume of WIC (Women, Infants, and Children) nutritional assistance (Graph 3.2). The ability to disaggregate the data will provide opportunities to examine the factors that contribute to poor nutritional outcomes in these areas.

## Community Support and Funding

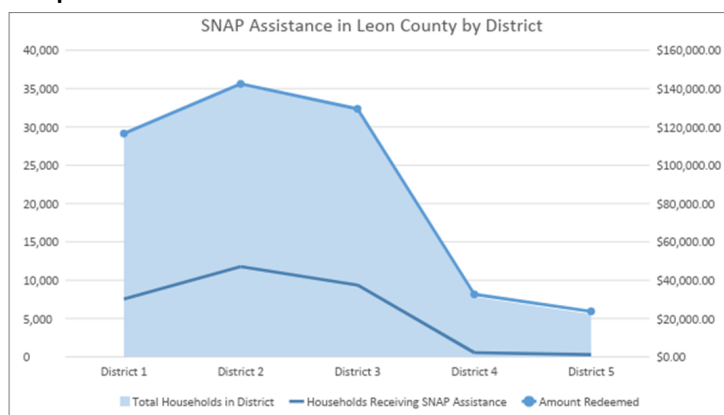
The Community Human Services Partnership (CHSP), during the 2017/18 commission year, represented a joint funding process among City of Tallahassee, Leon County, and United Way resources totaling \$3,437,695 with an additional \$391,054 contributed by the City of Tallahassee for human services in the Promise Zone. Basic Needs was the highest funded category at nearly \$1 million, with Children's Services next at \$710,291 (Graph 4.1).

United Way left the partnership for the 2018/19 funding cycle, while changing their funding priorities and processes. Agencies serving women and girls could be significantly affected. A community-wide needs assessment for CHSP is underway. The CSWG can be a resource for this process.

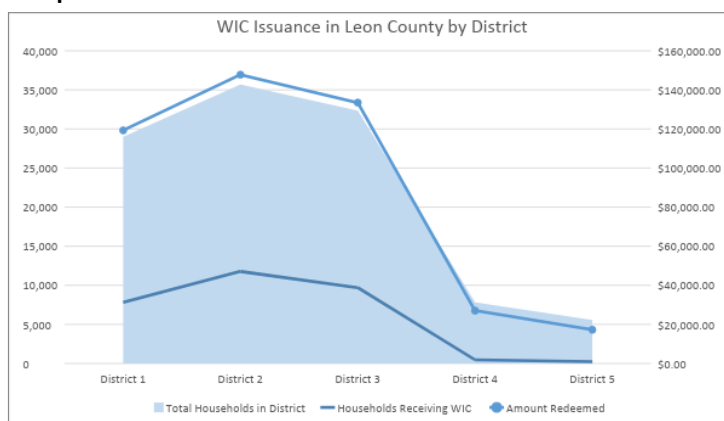
Graph 2.3



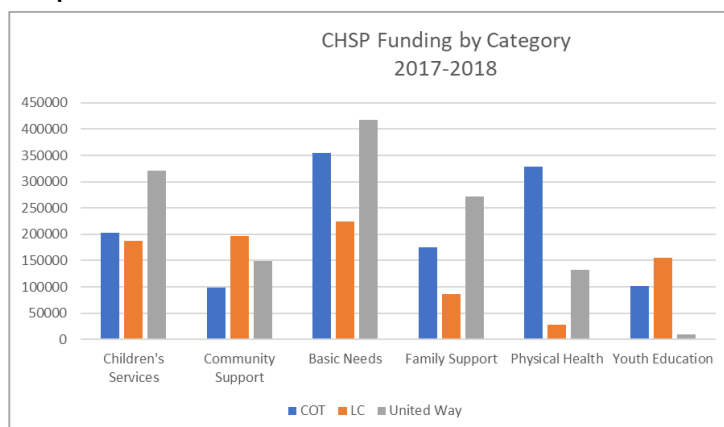
Graph 3.1



Graph 3.2



Graph 4.1



## In Support of a Children's Services Council

With significant changes to CHSP, many unknowns in historical funding targets, and troubling trends in local health data for women and girls, the CSWG voted to issue a statement in support a ballot referendum for a Children's Services Council when the topic came before the Board of Leon County Commissioners. The Board of County Commissioners voted to place the issue on the 2020 ballot and initiate a needs assessment in the interim. The CSWG recommends that the process leverage the valuable expertise housed on the commission, and stands ready to assist. The official statement by the CSWG in support of an affirmative vote for a ballot referendum follows.

The Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG) has been working to increase the awareness of issues pertaining to women and girls since its inception in 2011.

In its advisory role, the CSWG proudly supports the inclusion of a local Children's Services Council onto the ballot for consideration by Leon County voters. This support is based on research and data analyses that resulted in the publication of four comprehensive reports highlighting issues that affect women and girls in our community, in addition to empirical evidence of the connection between the health and wellness of women and that of the children in their lives. With one of the major areas of focus for the Children's Services Council being Maternal and Childhood Health, the CSWG feels strongly that further review of the value of a Children's Services Council is warranted.

Studies also show that attention to the specific needs of the most vulnerable among us is crucial to the on-going progress and success of our families and communities. It is our children – a majority of which are girls – who are among those most vulnerable. The CSWG believes that long-term, community investment in our children is essential.

### Health and Development Committee: Looking Ahead 2018/19

During its 2017/18 term, the Health and Development Committee of the Tallahassee/Leon County Commission on the Status of Women and Girls examined numerous health, economic, educational and social indicators for women and girls in Leon County and concluded that the publicly available data presents a generalized snapshot of health and well-being, but does not provide a complete picture that can explain the disparities of income, employment opportunity, education and emotional support that are, in fact, quite pronounced in our community.

Several agency interviews were conducted with agencies such as PACE Center for Girls, and the Survive and Thrive Advocacy Center. Summaries of the interviews capture qualitative data to illuminate some of the services provided in the areas of social, mental and emotional supports to women and girls. Read the summaries at: [www.tallahassee-leoncswg.com](http://www.tallahassee-leoncswg.com).

The committee intends to focus their attention in the 2018-2019 commission year on a more in-depth analysis of the data to better understand the causes of disparities in opportunity across different neighborhoods and communities to inform future recommendations by the Tallahassee-Leon Commission on the Status of Women and Girls.



## STEM and Economic Security Committee

The STEM and Economic Security Committee is focusing on policy and issues related to these areas. Recommendations identified in previous annual reports include public hearings to determine barriers to opportunity and service gaps, as well as a biannual summit to invite and elevate collaborations in support of women's economic security. The committee held a public hearing in 2018 to gather information on economic empowerment issues for a 2019 community-wide summit.



**Dr. Elizabeth Jakubowski,**  
**Committee Chair**



**Gina Giacomo**



**Jacqueline Porter**



**Kelly Otte**



**Paula DeBoles-Johnson,**  
**Immediate Past Chair**



**Michelle Personette**



**Marcia Warfel**

## Major Actions of the Committee

Guided by the Strategic Review, the STEM and Economic Security Committee responded to Goal 2 of Initiative 1, which charged the committee with reviewing the recommendations found in Policy #19: Policy Topics for the areas of “Financial and Economic Security” and “Science, Technology, Engineering, and Mathematics (STEM).” The full list items under the committee’s purview and related progress is included in the Policy Tables section of this report. It is recognized that for a majority of the objectives, the committee is not responsible for doing the activity but rather our role is to work towards identifying appropriate information and/or recommendations to be made to the Tallahassee City Commission and/or Board of Leon County Commissioners for actions.

The committee identified three priorities for focus during the 2017-18 commission year. These were a) develop a database to create a speaker’s bureau; b) conduct public hearings, and c) establish a planning committee to work on a 2019 event. As the year progressed, a fourth priority emerged. A survey developed during the 2014-15 commission year (Economic Security Survey) was revised and used to collect data at the hearings and other events. Survey results are included later in the committee section.

## Speaker's Bureau Database

In order to improve the ability of the CSWG to respond to issues affecting women and girls, as well as opportunity for economic advancement for women, the STEM and Economic Security Committee initiated the development of an online resource for accessing expert speakers in a variety of topics. The searchable database is designed to assist organizations, student groups, classrooms, and community members in securing speakers for events or trainings. Individuals who have expertise in the areas of STEM, Empowerment, Multi-cultural Barriers, Whole Self, Crises and Challenges, and Female Focused Organizations will be invited to submit information to the database. The data collection form is ready for use, and available by visiting the CSWG website, [www.tallahassee-leoncswg.com](http://www.tallahassee-leoncswg.com).

## Public Hearing on Economic Security

In order to update the commission's understanding of the existing economic and educational status of women and girls from recommendations made in prior years, the committee hosted a public hearing in summer 2018 at the Jack McLean Community Center. Community members were invited to speak on housing, childcare, transportation, sexual violence, and education. Participants shared their perspectives and identified areas they felt were of importance in addressing economic security for women and girls.

Areas of concern consistently mentioned by speakers included the need for affordable and accessible healthcare, childcare, housing and employment opportunities. The specific needs in each of these areas varies across the life span and situational experiences of women and girls in our community. An additional area mentioned by numerous speakers was the need to have a comprehensive approach for financial education that would begin with girls as young as middle school through post-high school to ensure women are equipped with the knowledge to make informed life decisions, especially those impacting financial security and independence. The STEM and Economic Security Committee recommends the CSWG address these in the 2018-19 commission year.

The information obtained from the speakers is being summarized and will be used by the planning committee for the Community Summit on Women's Economic Security (see 2019 Economic Security Summit on pg 18). Comments provided at the hearing continue to highlight key findings identified in earlier CSWG reports from 2012 and 2013. These represent ongoing areas of concern.

Financial security for women who are moving from a status of dependency on another adult to independency involves many resources and agency networks. Financial control and isolation by an abusive partner can contribute to women staying in harmful or dangerous relationships in order to maintain shelter and food for their children. Financial solutions should consider the myriad factors in achieving self-sufficiency for women.

## FINDINGS

Lack of financial education in K-12. Managing finances is neglected subject for women and girls. Education related to financial security should be a priority.

Seniors are facing uncertain financial future with insufficient retirement funds, longer lifespans, and rising health care costs. They face age discrimination when attempting to re-enter the workforce.

Cost of housing is out of reach for many. New construction is adapted for student needs or high-income residents, but is inaccessible by single-parent families.

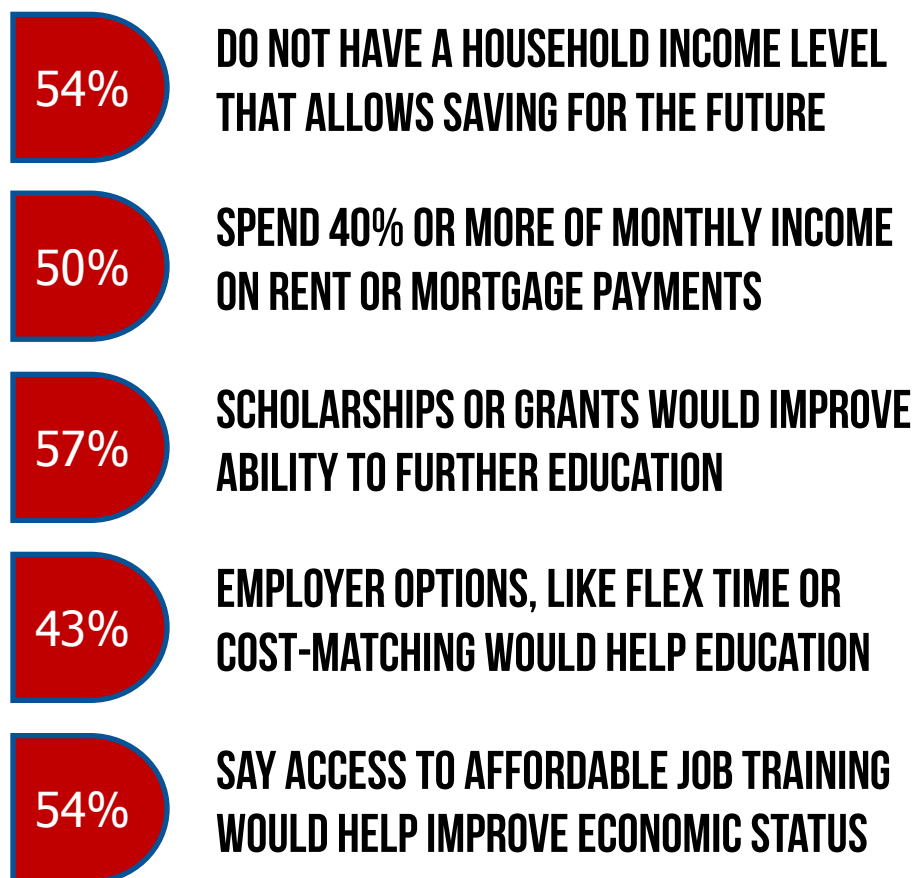
High-paying jobs may be vocational in nature. Encouraging these educational and job training opportunities among women and girls, though the field may not have traditionally reflected women workers, could improve economic status.

Access to adequate insurance and affordable healthcare is, or lack of, impacts the community's ability to represent a consistent and productive workforce.

Affordable childcare is out of reach for many parents. An examination of contributing factors is warranted. Public events should include childcare options.

## Economic Security Survey & Financial Education Events

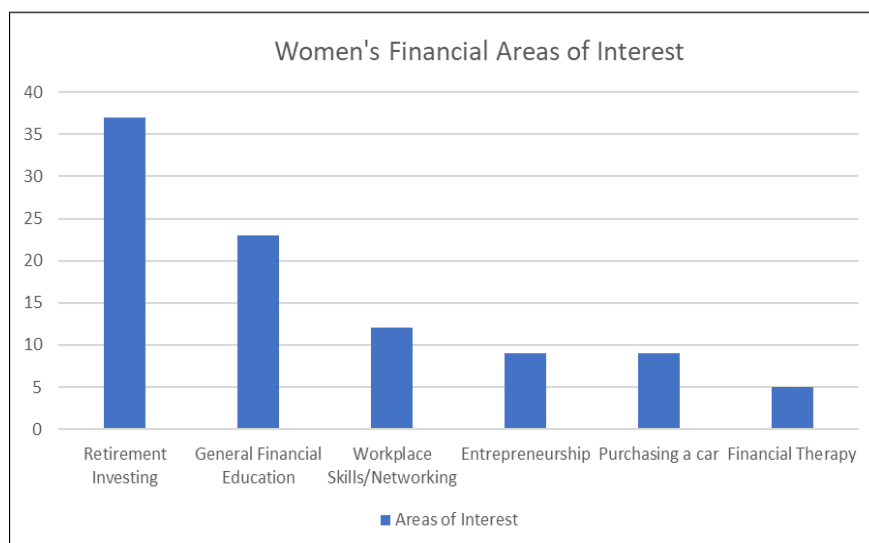
The committee revised an instrument first introduced during the 2014/15 commission year. The revised survey collected data on income, educational access, employment, housing costs, and retirement plans. The survey was distributed at various events throughout the year, and 28 completed surveys were collected. The data from those surveys is included below. The committee will continue collecting data to inform the 2019 summit.



The CSWG partnered with Tallahassee-Leon Federal Credit Union and Oasis Center for Women & Girls to offer a free monthly financial workshop for women called, *Women...Money Strong*. At the opening session of the workshop, participants were asked which topics they were most interesting in learning about.

Retirement and how to pay for it was overwhelmingly the most pressing area of interest. Women at the workshop were concerned with having enough resources when reaching retirement age. General financial education, and confidence in making financial decisions, was also raised as an area of concern indicating the value of free financial workshops.

**Graph 5.1**



Source: Women surveyed at *Women...Money Strong* event (5/21/18)

## Women Want to Know

- Investing with confidence
- Saving for retirement
- Starting/running a business
- Getting out of debt
- Managing bankruptcy
- Avoiding financial fraud
- Buying a home or car
- Negotiating Salary

## 2019 Economic Security Summit

Topics of interest identified using the survey instrument will inform the planning process for the 2019 Women's Economic Security Summit. Hosting a biannual summit on women's economic security is a recommendation from prior commission years now included in guiding policies of the CSWG. The event is supported by a \$10,000 grant from Bank of America.

The goal for the 2017/18 commission year regarding this activity has been to convene a steering committee to initiate the planning process for a large-scale event focused on issues impacting the economic status and opportunity of women in Tallahassee-Leon County. The steering committee represents a diverse group of financial industry professionals, private enterprise, government, social services, advocacy groups, higher education, chambers of commerce, health care providers, and other stakeholders.

### Economic Security Summit Vision Board

- |   |   |
|---|---|
| ◇ Bank of America                           | ◇ Farmers and Merchants Bank                |
| ◇ Big Bend Minority Chamber of Commerce     | ◇ FSU Jim Moran School of Entrepreneurship  |
| ◇ Capital Area Community Action Agency      | ◇ Greater Tallahassee Chamber of Commerce   |
| ◇ Capital City Bank Group                   | ◇ Legal Services of North Florida           |
| ◇ Care Point Health & Wellness              | ◇ Leon County Government                    |
| ◇ Career Source Capital Region              | ◇ Leon County Schools                       |
| ◇ City of Tallahassee                       | ◇ Oasis Center for Women & Girls            |
| ◇ Elder Care Services                       | ◇ Office of Economic Vitality               |
| ◇ FAMU Small Business Development Center    | ◇ Survive and Thrive Advocacy Center (STAC) |
| ◇ Florida Chamber Foundation                | ◇ Tallahassee Community College             |
| ◇ Florida Commission on the Status of Women | ◇ Tallahassee Housing Authority             |
|   | ◇ United Partners for Human Services        |
|   | ◇ University Center Club                    |

## STEM & Economic Security Committee: Looking Ahead 2018/19

The summit steering committee, or vision board, will meet once per quarter leading up to the 2019 event. As the event focus is central to all CSWG committee areas, all commissioners are invited to participate and lead a subcommittee in their area of interest. Detailed planning will take place in this fashion, with subcommittees chaired by CSWG commissioners and staffed by community volunteers. The event will provide a mechanism to address additional objectives in the committee's purview, including items related to supporting financial security, issue awareness, and promotion of best practices. In addition to the summit, the committee will examine the opportunities for financial education for middle and high school girls offered both in school and non-school settings, promoting existing programs and identifying actionable gaps.



## Violence and Safety Committee

The mission of the Violence and Safety Committee is to educate, inform, and influence policymakers on issues of violence and safety impacting women and girls in our community. This year, the committee worked to empower local women and girls to speak out on issues they are facing, with a particular focus on sexual violence. We partnered with local human service agencies and local government in these efforts.



**Patricia McCray,  
Chair**



**Wendi Cannon**



**Dr. Rebekah Dorn**



**Cecka Rose Green**



**Antoneia Roe, Esq.**



**Darby Kerrigan  
Scott, Esq.**

### #MeToo: National Attention and Local Relevance

Due to the significant attention being given to the #MeToo national movement, the members of the Violence and Safety committee, as well as the full commission, agreed that there was a need to locally acknowledge the impact of this movement and engage in dialogue about how this issue could manifest itself in Tallahassee-Leon County.

The committee hosted “#MeToo, A Community Conversation” on April 24, 2018. The event was attended by survivors of sexual violence and community members passionate about the issue, as well as service providers who address and respond to sexual violence. Guest speakers helped to establish a definition of sexual violence and provided information about existing resources. Participants shared their experiences, building common ground and enhancing knowledge through small group discussion.

Discussion prompts and stationed table facilitators were provided to facilitate small group discussion. The first of what the committee intends to be many com-

munity conversations on the subjects of sexual violence, relationship violence, and sexually-motivated workplace discrimination, the event successfully raised the level of awareness among participants, exposed the need for education campaigns, and began to illuminate the volume of the problem and associated gaps in service, prevention, and response.

The committee created a survey to collect data on the prevalence of sexual violence and perceptions of viable response. The survey was administered at the #MeToo community conversation. It was also made available electronically through the CSWG website and Facebook page, and it was offered in hard copy at the Oasis Center for Women & Girls.

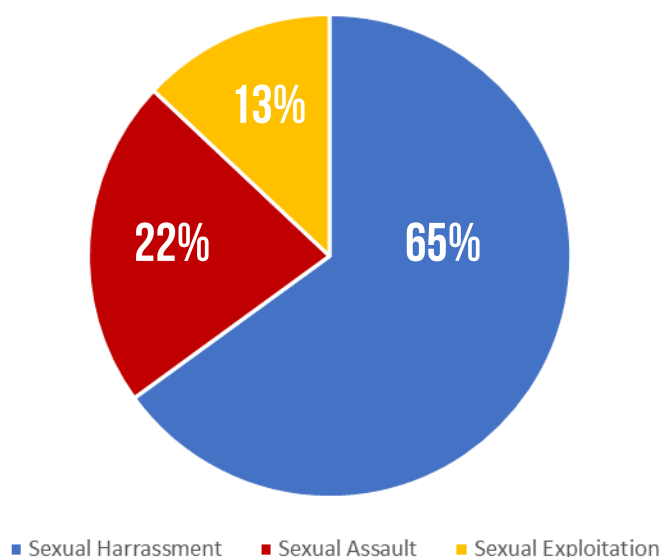
More than 90 surveys have been submitted to date, with the collection period remaining open. The instrument asked only about incidents of sexual violence in the past year. Half of respondents confirmed they had been victimized within the year, and 44% said they had experienced sexual violence two or more times.

## #MeToo Survey: Local Data

The #MeToo conversation began with definitions of terms in an effort to de-normalize sexual violence and raise awareness of the concept of consent. The survey classified all types of unwanted sexual behavior, from leering and catcalling to assault, as sexual violence and asked respondents about the type experienced, location, frequency, reporting, and response. The survey also asked demographic information, with the results indicating this small sample was diverse in terms of race, economic status, educational attainment, and age.

Graph 6.1

Types of Sexual Violence Experienced



### Terms Defined

**\*\*All of the following are sexual violence\*\***

**Assault:** Molestation or rape

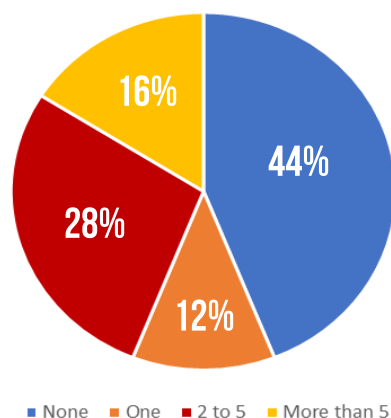
**Exploitation:** Propositioned for sex in exchange for favors (money, food, transportation, access)

**Harassment:** Unwanted sexual advances; can be verbal (cat-calling, lewd comments), visual (leering, flashing), psychological (stalking, implied or explicit threats), or involve the sharing of personal information and/or images without consent

Respondents were able to select more than one type of experience. As 50% said they had not experienced any of the choices, it can be inferred that 50% had experienced one or more instances of sexual violence in the past year. Anecdotally, some respondents expressed that they would have answered affirmatively had the survey not limited experiences of sexual violence to the past year. Of the experiences indicated (64), two-thirds were sexual harassment and nearly one-quarter were sexual assault (Graph 6.1). Respondents noted experiencing multiple instances (Graph 6.2). Parks and public spaces were identified most often as the location of the experience of sexual violence, though home, work, and school were also mentioned (Graph 6.3).

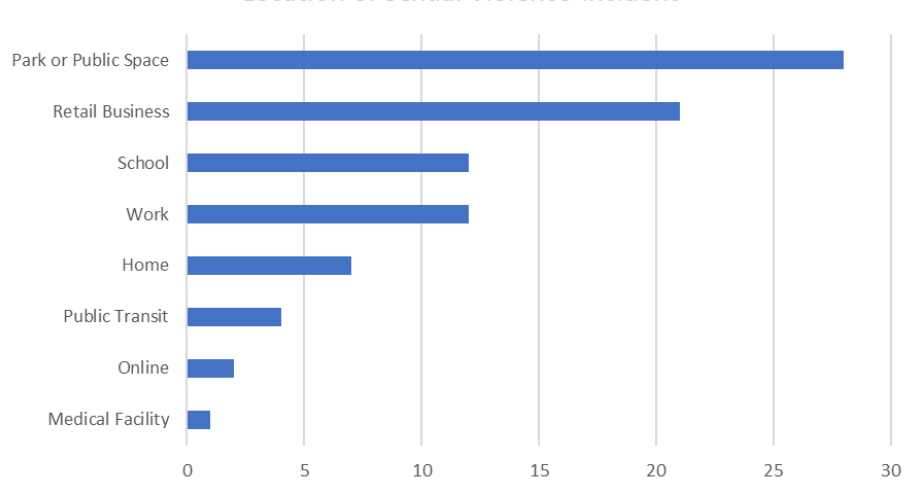
Graph 6.2

Number of Experiences of Sexual Violence in the Past Year



Graph 6.3

Location of Sexual Violence Incident



## #MeToo Survey: Local Data

## Reporting and Response

Most respondents who experienced sexual violence did not report the incident (36%), and most often because they didn't consider the incident(s) to be serious enough (31%). Of those who did report, only 2% indicated a positive outcome, whereas 21% indicated a negative outcome such as being blamed, lack of response from authorities, and/or trivialization of the experience.

Those who did not report incidents they faced in the past year expressed fear of retaliation from employers, police, and family (21.5%). Some were afraid of being blamed (10%) and afraid to tell the police (5%). Others indicated lack of knowledge of support resources (4%) and enough discomfort from the reporting process to avoid it (10%).

While the sample size is currently too small to draw conclusions on which to base recommendations for Tallahassee-Leon County, the respondent data does indicate that incidents of sexual violence occur with regularity in locations that the City and County governments have the authority to address.

The stark contrast between the number of positive and negative reporting outcomes indicates another area of concern. The committee does recommend the CSWG form partnerships to facilitate further data collection and analysis on which to base actionable recommendations for protection of women and girls in Tallahassee-Leon County.

## Survey Demographics

Respondents were surprisingly diverse in terms of age, income, and education level. While 29% are under 18, nearly one-third are 18-34, and 28% are 35-54 years old (Graph 7.1). The sample is highly educated and employed, with more than half (58%) indicating they have bachelor's or advanced degrees (Graph 7.2) and nearly half (47%) are employed full time (Graph 7.3).

While one-quarter of respondents reported an annual household income of less than \$50,000, half show more than \$50,000 in annual income. Nearly 20% show more than \$100,000 in annual household income. The broad range of survey demographics indicates that sexual violence occurs across the socio-economic spectrum, a factor that mirrors national

research. Most local respondents (94%) were female.

Reported race of respondents was also diverse, with four races other than White (47%) and Black (45%) represented. Some identified as multiracial (5%) and Hispanic ethnicity (2%) as well. While most did not report their home zip code, those that did answer were well distributed across East, West, South, and North parts of Tallahassee-Leon County.

## Incidents in the past year: What did you do?

NOTHING	36%
CONFRONTED PERPETRATOR	18%
ASKED FAMILY/FRIENDS FOR HELP	12%
SOUGHT COUNSELING	4%
REPORTED TO SUPERVISOR	2%
ASKED BYSTANDERS FOR HELP	1%
STILL DECIDING WHAT TO DO	1%
DOES NOT APPLY/NO INCIDENT	46%

## Reported incidents: What was the outcome?

DID NOT REPORT IT	32%
NOTHING WAS DONE	11%
I WAS BLAMED	5%
IT WAS TRIVIALIZED	4%
CHANGED CONTACT INFO/ROUTINE	2%
INCIDENT WAS RECORDED	1%
PERPETRATOR WAS CAUGHT	1%
DOES NOT APPLY/NO ANSWER	57%

## Analysis of Existing/External Data

### Domestic Violence

According to the National Coalition Against Domestic Violence (NCADV), one in three women in the U.S. are victimized by domestic violence every year, and women age 18-34 are most commonly abused by an intimate partner. As a city with multiple institutions of higher education and thus more women in that vulnerable age group, elevating community conversation and public awareness of domestic violence is paramount. The NCADV also reports that intimate partner violence accounts for 15% of all violent crime. With the violent crime rate a concern in Tallahassee-Leon County, addressing public knowledge of this issue—including stalking, an experience of 1 in 7 women and on the rise in Florida—such a campaign could have far reaching affects, impacting other goals of municipal entities.

### Incarceration of Women & Girls

The United States incarceration rate is the highest in the world (International Centre for Prison Studies). Although men outnumber women in U.S. prisons, the number of women incarcerated has been rising steadily for 30 years. The rate of increase now exceeds that of men by 50%. When analyzed beside violence data and economic victimization, the statistic may indicate rising pressure among women with few options or resources. Re-entry services that address the specific needs of women, including counseling, housing, and employment, are necessary to reverse this trend. Incarcerated women often have children, making the issue one of rippling impact.

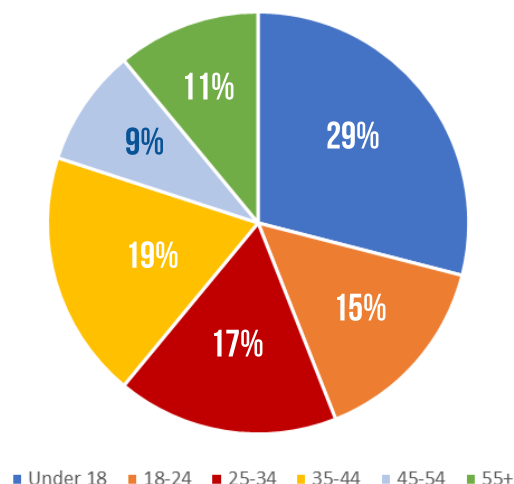
Additionally, 60% of women in prison have children under 18 (The Sentencing Project, 2017). An incarcerated parent constitutes an Adverse Childhood Experience (ACE), the name for toxic stress that negatively impacts brain development in children and significantly increases the risk of disease and death whether or not the children engage in risky behaviors.

### Human Trafficking

Florida has been ranked third in leading destinations for victims of human trafficking, which can involve labor or sex trafficking, according to the Florida Department of Health (2018). Women and children, especially those with few economic resources, are highly vulnerable to this type of crime. The Survive and Thrive Advocacy Center (STAC) is headed by former CSWG Chair, Robin Hassler Thompson. The STAC website reports that more than 300 people in the Big Bend region are suspected victims of human trafficking. The Florida Department of Juvenile Justice reported 16 cases of child trafficking from October 2014 to February 2017, all were female. Specific training for municipal employees who have a publicly-facing job to recognize trafficking signs is recommended.

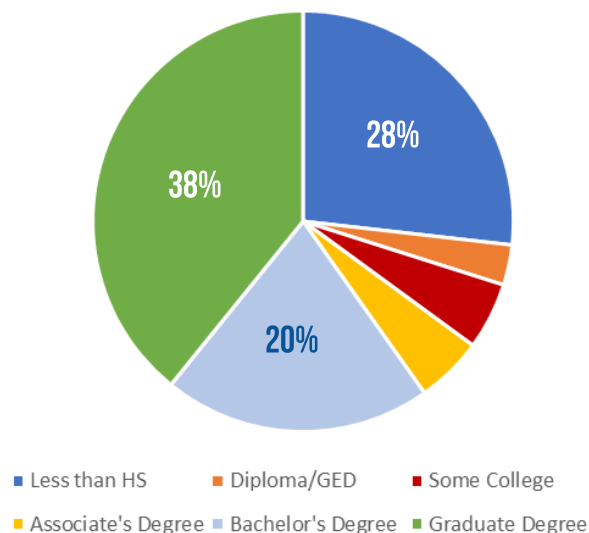
Graph 7.1

Age of Respondents



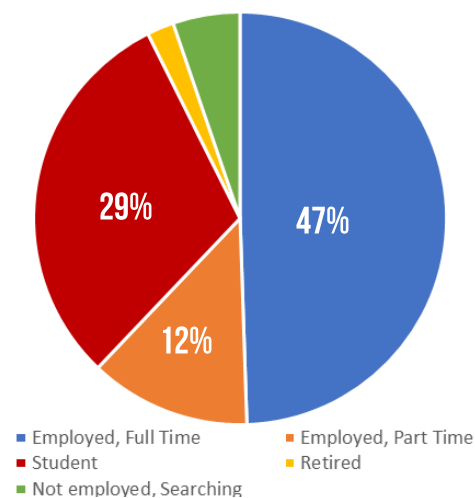
Graph 7.2

Highest Level of School Completed



Graph 7.3

Employment Status





## Violence & Safety Committee: Looking Ahead 2018/19

The Violence and Safety Committee has determined that a number of organizations and programs work to build awareness of violence against women in the Tallahassee-Leon County area and address appropriate community response. Some of these are the Green Dot Initiative and other Refuge House services, and the Sexual Violence Response Task Force, formed at least in part as response to data in previous reports and recommendations made by the CSWG. The programs address awareness, prevention, and data collection. The CSWG acknowledges the volume of the issue and the likelihood that these groups cannot reach all who need services or initiate collaborative efforts that could improve coverage. The CSWG may be able to help fill this gap in coordinating capacity and will focus the coming year's efforts on partnership and coordination to amplify impact of the existing programs.

Because of the national movement empowering women to speak out against sexual violence, the Violence and Safety Committee believes the local climate potentially more receptive to an array of community-focused initiatives to raise awareness and thwart or reduce instances of violence against women and girls. The national effort may also provide a roadmap for a successful local program of awareness and prevention. During the 2018/19 commission year, the Violence and Safety committee proposes to conduct a community awareness and advocacy campaign to inform women and girls about available resources, as well as encourage and facilitate a community-level response to save lives, support mental and physical health, and reduce crime in Tallahassee-Leon County.



Meg Baldwin, executive director of Refuge House, speaks to members of the STEM and Economic Security committee at a CSWG public hearing on women's economic security regarding the cost of domestic violence to the government and community, and the particular economic threats and stressors of women experiencing relationship violence. (CSWG, June 2018)

## CSWG Committees Shift Focus to Three Policy Areas

One of the major activities undertaken by the commission in 2017/18 is a shift in organization to focus committee activities on topics of community need as identified by previous commissions and address future policy recommendations through this structure. The guiding document is known to the commission as “Policy 19,” which arranges the topics of interest and associated activities into “policy areas.” Each of the three committees is assigned policy areas relevant to their focus. The committees reported on the status of these policy areas in the following tables.

### Health and Development Committee

Objective	Current Status: Sept. 2018
2) Physical and Mental Health	Planning public forum, focus groups, town hall meetings to increase understanding and raise awareness.
<i>a) Awareness</i>	Reach out to local churches, schools, community agencies and stakeholders to provide a platform to raise awareness in the form of programs, guest speakers and public forums
i) Hold public hearings to promote men's role in family planning and pre-conception.	
ii) Develop an effective STD education program focused on prevention, increased testing and available resources awareness.	Data indicates that Leon County has one of the highest levels of STD's in the state. See letter (i.)
iii) Make federal healthcare information readily accessible.	A report card of local health issues was produced in the annual report.
<i>b) Prevention</i>	
i) Conduct a multimedia campaign to promote STD and HIV awareness/prevention, increased testing, knowledge of available resources and sexual health.	
<i>c) Data</i>	
i) Collect data on health as it is affected by income, gender, race/ethnicity and other key variables.	Committee collected data from federal, state, and local sources on status of Leon County.
ii) Evaluate K-12 curricula for instruction in the areas of health, sex, and physical education and/or opportunities.	The committee is working to determine some of the issues affecting K-12 students in the areas of health care, healthy and affordable nutrition, familial employment, safe neighborhoods, and community and family supports.
iii) Collect and analyze data to better evaluate the success of workplace wellness programs in helping improve women's health.	The committee is working to collect data on how women in Leon County compare to other Florida counties as well as within the disaggregated portions of Leon County.

## Health and Development Committee (cont.)

Objective	Current Status: Sept. 2018
iv) Understand local employee demographics to inform policy development.	
d) Best Practices / Policy Recommendations	
i) Continue to support the Healthy Start Coalition.	
ii) Analyze wellness programs and support those that are successful in healthy practices in women and girls.	Committee interviewed programs and reviewed data to identify strengths and areas for improvement.
iii) Collect, analyze and disseminate data on health care issues for women as the basis for policy recommendations.	
iv) Continue and expand support for healthy eating and physical fitness programs.	
v) Explore the feasibility of a Children's Services Council.	The committee determined the potential value of the Children's Services Counsel and spoke to the County in favor of the ballot initiative. See summary within narrative.
5) Social and Emotional Development	
a) Awareness	
i) Promote curriculum at all grade levels to include healthy living education, including tools for mental health and stress reduction.	Task: It is critical to evaluate the current mental health/school counselor to student ratio and service delivery models in all schools (K-20) to ascertain access, strengths and areas for improvement. Strategic plan will include initiatives.
ii) Maintain a community-interactive calendar of women- and girls-related events.	
iii) Promote Women's History Month every March on websites.	
b) Data	
i) Collect data to better understand issues facing transgender community in Tallahassee.	Planning the collection of qualitative data in the form of interviews, surveys, public forum and small focus groups



Current and former CSWG commissioners honored at the TCC Women's History Month awards. The 2018 theme was *Nevertheless, She Persisted: Honoring Women Who Fight All Forms of Discrimination*.

Pictured from left: Gina Giacomo, Jeanne O'Kon, Marcia Warfel, Andrea Jones, Paula DeBoles-Johnson, Sha'Ron James



## STEM &amp; Financial Security Committee

Objective	Current Status: Sept. 2018
<b>A. Awareness</b>	
i. Host and/or partner with the City, County, local Chambers of Commerce, local institutions of higher learning, women's organizations and all other community groups to host an event to focus on women's economic security issues, at least every two years.	2019 event planning
ii. Strengthen their (data guided) awareness of the economic challenges faced by women and girls in Leon County with a focus on achieving economic independence for those who are economically insecure.	Defer to next commission year
iii. Promote financial literacy and credit counseling.	Conducted public hearing Performed economic Security Survey
iv. Educate young people on the benefits of a diverse work place.	Include in 2019 event
v. Educate girls on choices affecting their future economic success and security.	Include in 2019 event
vi. Raise awareness about challenges facing working parents, especially women.	Conducted public hearing Performed economic Security Survey
vii. Develop non-stigmatizing message for local discussions about poverty and homelessness.	Defer to next commission year
<b>B. Prevention</b>	
i. Develop programs that increase financial literacy and provide financial assistance for survivors of domestic violence, sexual assault, stalking and trafficking.	Change "develop" to "Identify"; expand to more than survivors Conducted public hearing Performed economic Security Survey

## STEM &amp; Financial Security Committee (cont.)

<b>C. Data</b>	
Partner with FAMU, FSU, TCC and others to examine ways high costs of childcare and lack of reliable transportation negatively affect the ability of women to enter and remain in the workforce and offer suggestions for ways this can be addressed.	Conducted public hearing Performed economic Security Survey
Identify economic challenges faced by women and girls in Leon County with a focus on achieving economic independence for those who are economically insecure.	Conducted public hearing Performed economic Security Survey
Gather data to support local reforms regarding women's economic security.	Conducted public hearing Performed economic Security Survey
<b>D. Best Practices/Policy Development</b>	
Share existing resources and link people working on developing workplace policies and practices related to family-friendly work places, domestic violence, sexual assault, and stalking.	2019 event
Develop a repository of policies, practices and available technical assistance.	Identify best practices Showcase at 2019 event
Offer financial literacy trainings for the community.	Defer to next commission year
Increase focus on employment opportunities for women.	2019 event
Increase funding for services for individuals who are economically insecure – particularly women and children - including public transit and programs funded through CHSP.	Conducted public hearing Performed economic Security Survey
<b>Science, Technology, Engineering and Mathematics</b>	
<b>Objective</b>	<b>Action Steps</b>
<b>A. Awareness</b>	
Encourage private businesses to develop and fund internships for girls in science and technology and develop a program to expose girls to women who are active in these fields to envision what is possible for them to achieve.	Created speakers bureau database
Promote programs directed at STEM areas.	Created speakers bureau database
<b>B. Data</b>	
Collect gender-specific data on STEM-related educational programs (by school), course completion rates, and college enrollment.	Defer to next commission year
<b>C. Best Practices / Policy Development</b>	
Create and implement programs focused on girls in technology.	Defer to next commission year

## Violence and Safety Committee

OBJECTIVE	TASK
<b>a) Awareness</b>	
<b>i)</b> Identify resources for educators and schools.	#MeToo Community Conversation met with community members and service providers to highlight the issues and resources available.
<b>ii)</b> Publicize statistics on domestic violence and impact on workplace.	CSWG annual report.
<b>iii)</b> Develop and collaborate on a community wide awareness campaign focused on reducing violence against women and girls that identifies the problem through inclusive numbers, experiences, and provides ways that all people can be part of the solution (ex. encouraging more businesses to adopt the DV workplace policy).	<p>#MeToo Community Conversation met with community members and service providers to highlight the issues and resources available.</p> <p>Continued efforts into the 2018-2019 CSWG commission year.</p> <p>Community organizations already exist to combat these issues. In the coming year the committee will focus on improving coordination and awareness of these groups.</p>
<b>b) Prevention</b>	
<b>i)</b> Identify effective prevention strategies.	Results of the #MeToo event show the need for more community education on prevention and resources available.
<b>ii)</b> Educate and provide training for employees and local employers regarding domestic violence prevention.	Community organizations already exist to combat these issues. In the coming year the committee will focus on improving coordination and awareness of these groups.
<b>iii)</b> Develop an appropriate community response to prevent bullying/cyber bullying and reduce its negative impacts on girls.	Community organizations already exist to combat these issues. In the coming year the committee will focus on improving coordination and awareness of these groups.
<b>c) Data</b>	
<b>i)</b> Identify and monitor the factors that contribute to violence towards and stalking of women and girls.	Results of the #MeToo event show the need for more community education on prevention and resources available.
<b>ii)</b> Identify and support successful methods for eliminating violence towards and stalking of women and girls.	Future focus of the committee.
<b>iii)</b> Collect gender specific information on bullying in schools.	#MeToo survey conducted at one local school.
<b>iv)</b> Develop an appropriate community response to prevent bullying/cyber bullying and reduce its negative impacts on girls.	Community organizations already exist to combat these issues. In the coming year the committee will focus on improving coordination and awareness of these groups.

## Violence and Safety Committee (cont.)

OBJECTIVE	TASK
<b>d) Best Practices / Policy Recommendations</b>  <b>i)</b> Develop a repository of policies, practices, and available technical assistance for domestic violence and sexual violence.	Future focus of the committee.
<b>ii)</b> Collaborate to establish a best practice protocol for responding to victims (ex. Increasing the capacity of local law enforcement and other emergency response agencies to respond to the unique needs of SV victims and conduct thorough and consistent investigations.	Future focus of the committee.

## References

- ACCESS Florida Food, Medical Assistance and Cash. (n.d.) Retrieved from <http://www.dcf.state.fl.us/programs/access/StandardDataReports.asp>
- Beyond Trauma: Building Resilience to ACEs* (2017). Interface Children & Family Services and ACEs Connection Network. <https://www.acesconnection.com/g/Parenting-with-ACEs/fileSendAction/fcType/0/fcOid/469827259633357970>
- Breaking the Cycle: From Poverty to Financial Security for All* [Scholarly project]. (2016). In *Policy Link*. Retrieved August 31, 2018, from [policylink.org/sites/default/files](http://policylink.org/sites/default/files)
- Florida Department of Health (2018) Human Trafficking. [www.floridahealth.gov/programs-and-services/prevention/human-trafficking/index.html](http://www.floridahealth.gov/programs-and-services/prevention/human-trafficking/index.html)
- Florida Department of Health, Statistics & Data. (n.d.). Retrieved from <http://www.floridahealth.gov/statistics-and-data/index.html>
- International Centre for Prison Statistics, World Prison Populations. <http://news.bbc.co.uk/2/shared/spl/hi/uk/06/prisons/html/n2page1.stm>
- National Coalition Against Domestic Violence, Statistics & Data. [Ncadv.org/statistics](http://ncadv.org/statistics).
- Social Determinants of Health: Know What Affects Health. (2018, January 29). Retrieved from <https://www.cdc.gov/socialdeterminants/>
- The Sentencing Project (2017). [www.sentencingproject.org](http://www.sentencingproject.org)
- Tough Choices Facing Florida's Governments: Patterns of Resegregation in Florida's Schools*. (2017). Leroy Collins Institute.







Tallahassee-Leon County Commission on the Status of Women & Girls, City of Tallahassee, and Leon County representation at the 2018 Women's History Luncheon and Trailblazer Award Ceremony presented by the Oasis Center for Women & Girls. From left: CSWG Commissioner Marcia Warfel, CSWG Commissioner Paula DeBoles-Johnson, City Commissioner Nancy Miller, County Commissioner Kristin Dozier.

## **Publications of the CSWG**

Report on the Status of Women and Girls in Leon County (2012)

A Call to Action: Improving the Status of Women and Girls in Tallahassee-Leon County (2013)

Report on Sexual Violence Response in Tallahassee-Leon County (2014)

Building Bridges to Economic Security for Women and Girls (2015)

#Year of the Girl Annual Report (2016)

Status of Girls in Tallahassee-Leon County (2017)



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

THIS AGREEMENT is entered into this \_\_\_\_ day of October 2018, by and between **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the County), the **CITY OF TALLAHASSEE**, a Florida municipal corporation (hereinafter referred to as the “City”), and **THE OASIS CENTER FOR WOMEN & GIRLS, INC.**, a Florida nonprofit corporation (hereinafter referred to as the “Agency”).

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

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

**WHEREAS**, the County and City established the Tallahassee-Leon County Commission on the Status of Women and Girls (the “Commission”) with the adoption of a Joint Enabling Resolution, identified by the County as R13-11 and by the City as 13-R-20 (readopted and amended in 15-R-28) (the “Joint Enabling Resolution”), setting forth the purpose and goals of the Commission and effectively dissolving the Leon County Commission on the Status of Women and Girls; and

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

**WHEREAS**, the County and City wish to jointly ratify and acknowledge their desire to continue the engagement of the Agency to provide administrative support to the Commission and have each appropriated \$20,000 for staff of the Commission for fiscal year 2018/2019 for a total of \$40,000.

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

### **Article 1. GENERAL CONDITIONS**

1.1. **Scope of Services; Compensation:** In exchange for the County’s payment to the Agency in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) and the City’s payment to the Agency in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) in accordance with Section 1.4.2 below, the Agency shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County and City, administrative support to the Commission which shall include but not be limited to:

1.1.1. Staffing and Scheduling.

1.1.2. Coordination.

1.1.3. Liaison/Communication with the County and City.

1.1.4. Prepare all necessary documents when needed.

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

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

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

1.2. **Reporting:** The Agency shall provide both a mid-year and annual report to the County and the City including the Commission's budget, expenditures, and a summary of the Commission's activities. The mid-year report shall be provided by the 1st day of April 2019.

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

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

1.4.1. Time of Performance. The County, the City, and the Agency hereby ratify and acknowledge the Agency's receipt of a written notice to proceed with the commencement of the Scope of Services effective October 1, 2017. All work and services required by this Agreement shall be performed between **October 1, 2018, and September 30, 2019**, unless the Commission is earlier dissolved by the County and the City or unless otherwise mutually agreed to in writing by the County, the City, and the Agency.

1.4.2. Payment. The County and City shall, no later than 30 days after executing this Agreement, pay as compensation to the Agency the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00), respectively for services to be provided for fiscal year 2018/2019.

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

1.5. **Personnel and Subcontracting:**

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

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

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

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

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

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

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



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

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

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

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

## **Article 2. ASSURANCES**

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

applicants for employment, any employment discrimination notices as provided by the County and/or the City setting forth the provisions of a nondiscrimination clause. The Agency shall incorporate this provision in all subcontracts for services provided under this Agreement.

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

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

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

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

2.6. **Records:** The Agency shall maintain books, records, documents, and accounting procedures and practices sufficient to reflect properly the amount received and disposition by the Agency of all compensation received for its work and services. The Agency's records shall be subject at all reasonable times to inspection, copy and audit by the County, City, or its authorized representatives. The Agency shall preserve and make its records available to the County, City and its authorized representatives until the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable law, statute, ordinance, rule, or regulation.

2.7. **Public Records Related to Contractual Services:** The Agency shall:

2.7.1. Keep and maintain those records that ordinarily and necessarily would be required by the County and/or the City in order to perform the Services under this Agreement, hereinafter "Public Records".

2.7.2. Provide the public with access to public records on the same terms and conditions that the County or City would provide the records and at a cost to the public as set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.

2.7.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

2.7.4. Meet all requirements for retaining public records and transfer, at no cost, to the County and the City all public records in possession of the Grantee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County and the City in a format that is compatible with the information technology systems of the County and the City.

2.7.5. **IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 606-5300, [PEEPLESH@LEONCOUNTYFL.GOV](mailto:PEEPLESH@LEONCOUNTYFL.GOV), 301 SOUTH MONROE STREET OR (850) 891-8535, [ALISON.FARIS@TALGOV.COM](mailto:ALISON.FARIS@TALGOV.COM), 300 SOUTH ADAMS STREET.**

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

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

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

\_\_\_\_\_  
Witness as to Agency

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

\_\_\_\_\_  
Witness as to Agency

\_\_\_\_\_  
(Type or print name and title of signatory)

**LEON COUNTY, FLORIDA**

ATTEST:  
GWEN MARSHALL,  
CLERK OF THE COURT  
LEON COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Vincent S. Long, County Administrator

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

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

**CITY OF TALLAHASSEE**

ATTESTED BY:

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

By: \_\_\_\_\_  
Reese Goad  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Cassandra Jackson  
City Attorney

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #2**



# Leon County Board of County Commissioners

## Agenda Item #2

October 9, 2018

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

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

**Title:** Payment of Bills and Vouchers

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

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted October 9, 2018 and pre-approval of payment of bills and vouchers for the period of October 10, 2018 through October 22, 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 October 9, 2018, and pre-approve the payment of bills and vouchers for the period of October 10, 2018 through October 22, 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 October 9<sup>th</sup> meeting, the morning of Monday, October 8, 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 October 23, 2018, it is advisable for the Board to pre-approve payment of the County's bills for October 10, 2018 through October 22, 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 October 9, 2018, and pre-approve the payment of bills and vouchers for the period of October 10, 2018 through October 22, 2018.
2. Do not approve the payment of bills and vouchers submitted for October 9, 2018, and do not pre-approve the payment of bills and vouchers for the period of October 10, 2018 through October 22, 2018.
3. Board direction.

### **Recommendation:**

Option #1.

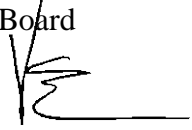
**Leon County  
Board of County Commissioners  
Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Agenda Item #3

October 9, 2018

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

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

**Title:** Proposed Public Notice 2019 Tentative Meeting Schedule, Proposed 2019 Board Travel Schedule, and Proposed New Policy “*Meeting Dates for Board of County Commissioners*”

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Heather Peeples, Special Projects Coordinator Mary Smach, Agenda Coordinator

### **Statement of Issue:**

This agenda item seeks approval of the proposed 2019 Board Tentative Meeting Schedule and 2019 Travel schedule, including the authorization of Commissioners’ travel to the scheduled events. This item also proposes clarifying the Board’s Annual Meeting Calendar policy, including the process by which meetings may be cancelled or rescheduled.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Adopt the proposed Leon County Board of County Commissioners’ Public Notice 2019 Tentative Meeting Schedule (Attachment #1).
- Option #2: Approve the proposed Board of County Commissioners’ 2019 Travel Schedule, and authorize Commissioners’ travel to the scheduled events.
- Option #3: Schedule the 2019 Board Retreat for Monday, December 9, 2019.
- Option #4: Adopt the proposed new Policy “Meeting Dates for Board of County Commissioners” (Attachment #2).

## **Report and Discussion**

### **Background:**

Annually, the Board makes available a tentative schedule of all workshops, meetings, and public hearings for the entire calendar year including a list of conferences, education and training sessions, and events that the Commissioners may attend. The Public Notice of Tentative Meeting Schedule also includes, in its outline, a list of conferences, education and training sessions, and events that the Commissioners may attend. The schedule is updated as part of each agenda for the regularly scheduled Board meetings.

In recent years, the Board has approved an annual Travel Schedule to authorize travel made by members of the Board to each of the listed events (Table #1). The purpose of this action is to expedite the approval of routine Commissioner travel requests for events that are normally attended by Commissioners each year, based upon the Commissioner’s available travel budget. In accordance with the Board’s “Travel” Policy No. 09-1:

### **Elected Officials**

*Travel of individual County Commissioners and their aides shall be approved in advance, whenever possible, by the Board of County Commissioners via an agenda item at a regularly scheduled Board meeting where the Board adopts the Commissioners’ “Travel Schedule.”*

### **Analysis:**

Board Policy No. 03-9, “*Meeting Dates for Board of County Commissioners*”, states that the Board meets every 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month for its regular meetings (Attachment #3). However, the Board may cancel or continue meetings to observe holidays or other events, as the Board deems appropriate.

In drafting the proposed Public Notice of 2019 Tentative Board Meeting Schedule (Attachment #1), staff reviewed the following:

- 2019 generally observed holidays (Attachment #4)
- 2018-2019 Leon County Schools calendar (Attachment #5)
- Florida Association of Counties (FAC) 2019 conference schedule (Attachment #6)
- FAC County Commission Education Programs (Attachment #7)
- National Association of Counties (NACo) 2019 conference schedule (Attachment #8)
- International City/County Management Association (ICMA) 2019 Annual Conference schedule (Attachment #9)
- Greater Tallahassee Chamber of Commerce Annual Conference (Attachment #10)

Included, as part of the 2019 Tentative Meeting Schedule, are:

- Leon County’s 2019 Holiday Schedule (Attachment #11);
- Planning Department tentative dates, times, and location for the 2019 Cycle Comprehensive Plan Amendments workshop and hearings (Attachment #12);

- Blueprint Intergovernmental Agency (IA) 2019 meeting schedule (Attachment #13); and
- Capital Region Transportation Planning Agency (CRTPA) 2019 tentative meeting schedule (Attachment #14).

Based on review of the listed 2019 calendars/schedules, the following is a proposed tentative 2019 Board meeting and workshop schedule:

- January 2019 – Regular meeting on January 22.
- February 2019 – Regular meetings on February 12 and February 26. The Joint Workshop on the Comp Plan Amendments on February 26.
- March 2019 – Regular meeting and the Comprehensive Plan Transmittal Hearing on March 12. The Leon County Schools’ Spring Break is March 18-25. Since the fourth Tuesday is March 26, it is recommended that the March 26 meeting be cancelled.
- April 2019 – Regular meetings on April 9 and April 23 and the Budget Policy Workshop on April 23.
- May 2019 – Regular meetings on May 14 and 28 and the Comprehensive Plan Amendments Adoption Hearing on May 14.
- June 2019 – Regular meeting and Budget Workshop on June 18. On June 1, the proposed property values are provided to the Office of Financial Stewardship. In order to allow time to prepare for the Budget Workshop and considering that the FAC Annual Conference starts on June 11, it is recommended that the June 11 meeting be moved to June 18 and the June 25 meeting be cancelled.
- July 2019 – Regular meeting and Budget Workshop, if necessary, on July 9.
- September 2019 – Regular meetings and Budget Adoption Public Hearings on September 10 and 24. Florida Statutes guide regular Board meeting dates for the County’s budget adoption public hearings. The School Board’s budget public hearings have not been set for September 2019. If the School Board’s budget final adoption hearing date conflicts with the County’s calendar, staff will bring back recommendations for rescheduling its regular and budget adoption hearings meetings for alternate dates.
- October 2019 - Regular meeting on October 15 and 29. Yom Kippur begins the evening of October 8. Since the second Tuesday is October 8, it is recommended that the October 8 meeting be moved to October 15 and the October 22 meeting be moved to October 29.
- November 2019 – Regular meeting on November 12. Thanksgiving is November 28 and therefore it is recommended that the November 26 meeting be cancelled.
- December 2019 – Regular meeting on December 10 and the Board’s 2019 Retreat on Monday, December 9.



The proposed Public Notice of 2019 Tentative Board Meeting Schedule includes, in its outline, a list of conferences, education and training sessions, and events as indicated in Table #1 and included as the Board’s Travel Schedule.

<b>Table #1. 2019 Travel Schedule</b>		
<b>Date</b>	<b>Conference</b>	<b>Location</b>
<b>January 9-10</b> Wed. & Thurs.	FAC New Commissioner Workshop	Gainesville, FL
<b>January 10-11</b> Thurs. & Fri.	FAC Advanced County Commissioner Workshop (Seminar 2 of 3)	Gainesville, FL
<b>March 2-6</b> Sat. – Wed.	NACo Legislative Conference	Washington, DC
<b>April 11-12</b> Thurs. & Fri.	FAC Advanced County Commissioner Workshop (Seminar 3 of 3)	Gainesville, FL
<b>June 11-14</b> Tues. – Fri.	FAC Annual Conference and Educational Exposition	Orlando, FL
<b>July 11-15</b> Thurs. – Mon.	NACo Annual Conference	Las Vegas, Nevada
<b>August TBD</b> <i>(typically held the beginning of August)</i>	National Urban League Annual Conference	TBD
<b>August 16-18</b> Fri. – Sun.	Greater Tallahassee Chamber of Commerce Annual Conference	Fernandina Beach, FL
<b>September TBD</b> <i>(typically held mid-September)</i>	Congressional Black Caucus Annual Legislative Conference	Washington, D.C.
<b>September TBD</b> <i>(typically held the end of September)</i>	FAC Innovation & Policy Conference	TBD
<b>Oct. 20 - 23</b> Sun. – Wed.	ICMA Annual Conference	Nashville, TN
<b>November TBD</b> <i>(typically held the end of November)</i>	FAC Legislative Conference and Commissioner Workshops	TBD

*All Florida Association of Counties (FAC)-related events and National Association of Counties (NACo)-related events that Commissioners may want to attend, not listed on the Schedule, will be considered pre-approved for travel.*

If adopted, the 2019 Tentative Meeting schedule will be included in each Board meeting agenda and also posted on the Board’s Calendar available on the County website <http://cms.leoncountyfl.gov/>.

*Proposed Revised Policy: Meeting Dates for Board of County Commissioners*

Leon County’s current meeting policy, approved in March 2009, states that the Board shall meet on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month, unless otherwise cancelled by the Board. Since adopting the policy, several changes at the state and local level have occurred that, on occasion, have contributed to there not being sufficient or timely business on a meeting agenda; thereby, making the meeting unnecessary. The proposed new Policy (Attachment #2) clarifies the Board’s process for establishing the annual meeting calendar and authorizes the County Administrator to recommend that the Chairman cancel or reschedule meetings if there is not sufficient or timely business to come before the Board.

As noted above, several factors have caused a reduction in the number of agenda items being considered at regular County Commission meetings. With the creation of the joint Office of Economic Vitality (OEV), the Blueprint Intergovernmental Agency (IA) now considers the majority of agenda items regarding economic development activity. In addition, the IA addresses significant infrastructure projects through associated agenda materials that award contracts, accept status reports, etc. Consequently, while the agenda items at the County Board meetings have reduced, the number of items at IA meetings continues to increase. At the same time, the State of Florida has also revised the process for amending a comprehensive plan, which has in effect reduced when and how many times the Board must meet to consider agenda items and conduct public hearings. Specifically, the State no longer limits when a County can submit amendments and now distinguishes between large- and small-scale amendments, the latter of which requires only one public hearing. As a result of these changes, the number of agenda items before the Board has been reduced.

In addition to the reduction in agenda items, the number of citizens to be heard on non-agendaed items during County Commission meetings has also declined. Previously, citizens often relied on regularly scheduled Board meetings as the primary method to present issues and interact with the Board. However, Leon County residents are now able to engage with Commissioners and staff through numerous methods such as the Leon County website, Citizens Connect portal and phone app, e-mail, as well as social media platforms. These modern approaches for citizens to interact with the County are often more efficient and timely for both the citizens and the County. This shift in how citizens communicate with the County can be observed in the limited number of speakers on non-agendaed items. In FY 2018, more than 80% of the meetings had either one or no speakers on non-agendaed items; at only three meetings did more than one citizen come to be heard on non-agendaed items.

While regularly scheduled meetings of the Board are essential to the functioning of county government, County Commissioners have numerous additional obligations that require their time and attention. In addition to the regularly scheduled IA meetings, Commissioners serve on 21 additional boards and committees, such as:

- Apalachee Regional Planning Council
- Capital Region Transportation Planning Agency
- Public Safety Coordinating Council
- Canvassing Board
- Leon County Research and Development Authority
- Tourist Development Council
- Canopy Roads Citizens Advisory Committee
- Transportation Disadvantaged Coordinating Board

A full list of all committees and boards is included as Attachment #15. While serving on these bodies, County Commissioners are also actively engaged in leadership positions with the Florida Association of Counties and National Association of Counties. Often these positions require Commissioners attendance at additional meetings and events.

In summary, the revised Policy states that the County shall continue to generally schedule two regular meetings a month. However, the Policy recognizes that, on occasion, there may not be sufficient or timely items that require Board action and allows for the County Administrator to recommend to the Chairman to either cancel or reschedule a meeting.

**Options:**

1. Adopt the Leon County Board of County Commissioners’ Public Notice 2019 Tentative Schedule (Attachment #1).
2. Approve the Board of County Commissioners’ 2019 Travel Schedule, and authorize Commissioners’ travel to the scheduled events
3. Schedule the Board Retreat for Monday, December 9, 2019.
4. Adopt the proposed new Policy “Meeting Dates for Board of County Commissioners” (Attachment #2).
5. Board direction.

**Recommendation:**

Options #1, #2, #3, and #4.

**Attachments:**

1. Public Notice 2019 Tentative Board Meeting schedule
2. Proposed Revised Policy
3. Policy No. 03-9
4. List of holidays for 2019
5. Leon County 2018-2019 School Calendar
6. FAC 2019 Conferences schedule

7. FAC 2019 Commissioner Education Programs
8. NACo 2019 calendar of events
9. ICMA Conference schedule
10. Greater Tallahassee Chamber of Commerce 2019 Conference
11. Leon County 2019 Holiday schedule
12. Comprehensive Plan Public Hearing schedule for Cycle 2019
13. Blueprint Intergovernmental Agency proposed 2019 meeting schedule
14. Capital Region Transportation Planning Agency tentative 2019 meeting schedule
15. 2018 Commissioner Membership on Boards / Committees / Councils / Authorities

# PUBLIC NOTICE

## Leon County Board of County Commissioners

### 2019 Tentative Meeting Schedule

Date	Day	Time	Meeting
January 22	Tuesday	3:00 p.m.	Regular Board Meeting
February 12	Tuesday	3:00 p.m.	Regular Board Meeting
February 26	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
February 26	Tuesday	3:00 p.m.	Regular Board Meeting
March 12	Tuesday	3:00 p.m.	Regular Board Meeting
March 12	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2019 Cycle Comp Plan Amendments</i>
April 9	Tuesday	3:00 p.m.	Regular Board Meeting
April 23	Tuesday	9:00 a.m.	<i>Budget Policy Workshop</i>
April 23	Tuesday	3:00 p.m.	Regular Board Meeting
May 14	Tuesday	3:00 p.m.	Regular Board Meeting
May 14	Tuesday	6:00 p.m.	<i>Adoption Hearing on 2019 Cycle Comp Plan Amendments</i>
May 28	Tuesday	3:00 p.m.	Regular Board Meeting
June 18	Tuesday	9:00 a.m.	<i>Budget Workshop</i>
June 18	Tuesday	3:00 p.m.	Regular Board Meeting
July 9	Tuesday	9:00 a.m.	<i>Budget Workshop (if necessary)</i>
July 9	Tuesday	3:00 p.m.	Regular Board Meeting
September 10	Tuesday	3:00 p.m.	Regular Board Meeting
September 10	Tuesday	6:00 p.m.	<i>First Public Hearing on Tentative Millage Rate and Budgets*</i>
September 24	Tuesday	3:00 p.m.	Regular Board Meeting
September 24	Tuesday	6:00 p.m.	<i>Second Public Hearing on Final Millage Rate and Final Budgets*</i>
October 15	Tuesday	3:00 p.m.	Regular Board Meeting
October 29	Tuesday	3:00 p.m.	Regular Board Meeting
November 12	Tuesday	3:00 p.m.	Regular Board Meeting
December 9	Monday	9:00 a.m.	Board Retreat
December 10	Tuesday	3:00 p.m.	Regular Board Meeting

\* These public hearing dates may change due to the School Board's scheduling of its budget adoption public hearings.

# PUBLIC NOTICE

## Leon County Board of County Commissioners 2019 Tentative Meeting Schedule

All Workshops, Meetings, and Public Hearings are held in the Leon County Courthouse,  
5<sup>th</sup> Floor Commission Chambers, located at 301 S. Monroe Street, and are subject to change.

# 2019

JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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# PUBLIC NOTICE

## Leon County Board of County Commissioners 2019 Tentative Meeting Schedule

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

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

Month	Day	Time	Meeting Type
January 2019	Tuesday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 8	No meeting	BOARD RECESS
	Wednesday 9 & Thursday 10		FAC New Commissioner Workshop Alachua County; Gainesville, FL
	Thursday 10 & Friday 11	Seminar 2 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
	Monday 21	Offices Closed	MARTIN LUTHER KING, JR. DAY
	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 <sup>th</sup> Floor Commission Chambers
February 2019	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 26	1:00 p.m.	Joint City/County Workshop on the 2019 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 28	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
March 2019	Saturday 2 – Wednesday 6		NACO Legislative Conference Washington Hilton, Washington, DC
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2019 Comprehensive Plan Amendments
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 27		FAC Legislative Day
April 2019	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 11 & Friday 12	Seminar 3 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
	Tuesday 16	TBD	Capital Region Transportation Planning Agency Workshop TBD
	Tuesday 23	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
May 2019	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2019 Comprehensive Plan Amendments

# PUBLIC NOTICE

## Leon County Board of County Commissioners 2019 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
<b>May 2019 (cont.)</b>	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<b>Monday 27</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
<b>June 2019</b>	<i>Tuesday 11 - Friday 14</i>		<i>FAC Annual Conference &amp; Educational Exposition Orange County; Hyatt Regency, Orlando, FL</i>
	Monday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 18	9:00 a.m..	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 27	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
<b>July 2019</b>	<b>Thursday 4</b>	<b>Offices Closed</b>	<b>INDEPENDENCE DAY</b>
	Tuesday 9	9:00 a.m.	Budget Workshop (if necessary)
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Thursday 11 - Monday 15</i>		<i>NACo Annual Conference Clark County; Las Vegas, Nevada</i>
	<b>Tuesday 23</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
<b>August 2019</b>	<i>TBD Wednesday – Saturday</i>		<i>National Urban League Annual Conference TBD</i>
	<i>Friday 16 - Sunday 18</i>		<i>Chamber of Commerce Annual Conference Amelia Island, FL</i>
<b>September 2019</b>	<b>Monday 2</b>	<b>Offices Closed</b>	<b>LABOR DAY</b>
	Thursday 5	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 19/20*
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 19/20*
	<i>TBD (typically mid-September)</i>		<i>Congressional Black Caucus Annual Legislative Conference TBD</i>
	<i>TBD (typically end of September)</i>		<i>FAC Innovation Policy Conference TBD</i>
<b>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</b>			
<b>October 2019</b>	Monday 14	TBD	Capital Region Transportation Planning Agency Workshop TBD
	Tuesday 15	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

# PUBLIC NOTICE

## Leon County Board of County Commissioners 2019 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
<b>October 2019</b> (cont.)	<i>Sunday 20 – Wednesday 23</i>		<i>ICMA Annual Conference Nashville, TN</i>
	Tuesday 29	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>November 2019</b>	<b>Monday 11</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Thursday 28</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 29</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
	<i>TBD (typically end of November)</i>		<i>FAC Legislative Conference TBD</i>
<b>December 2019</b>	Monday 9	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 12	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Wednesday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
<b>January 2020</b>	<b>Wednesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 7</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 20</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 21	3:00 p.m.	Regular Meeting

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

### **Policy No. 18-**

Title: Meeting Dates for Board of County Commissioners

Date Adopted October 9, 2018

Effective Date October 9, 2018

Reference N/A

Policy Superseded: Policy No. 69-2, "Meeting Dates for Board of County Commissioners," adopted 3/11/69; Policy No. 93-12, "Meeting Dates for Board of County Commissioners," adopted 1/12/93; Policy No. 03-09, "Meeting Dates for Board of County Commissioners," adopted May 27, 2003, revised January 25, 2005; revised November 18, 2008; revised March 26, 2009

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 03-9, "Meeting Dates for Board of County Commissioners" revised March 26, 2009 is hereby repealed and superseded, and a new policy hereby adopted, to wit:

The Board shall annually adopt a meeting calendar that will generally schedule regular commission meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month, excluding holidays or other conflicts as determined by the Board. If there is not sufficient or timely business to come before the Board for any previously scheduled meeting, the County Administrator may recommend for the Chairman to cancel or reschedule a meeting.

Certain other meetings of the Board of County Commissioners may occur from time to time, which shall be noticed in advance pursuant to Section 286.011, Florida Statutes.

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

### **Policy No. 03-9**

Title: Meeting Dates for Board of County Commissioners

Date Adopted March 26, 2009

Effective Date April 21, 2009

Reference N/A

Policy Superseded: Policy No. 69-2, "Meeting Dates for Board of County Commissioners," adopted 3/11/69; Policy No. 93-12, "Meeting Dates for Board of County Commissioners," adopted 1/12/93; Policy No. 03-09, "Meeting Dates for Board of County Commissioners," adopted May 27, 2003, revised January 25, 2005; revised November 18, 2008

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that:

Policy No. 03-09, adopted by the Board of County Commissioners on November 18, 2008, is hereby revised, to wit:

The Board of County Commissioners of Leon County, Florida shall meet every 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month at 3:00 p.m. for the regular meeting, break for dinner from 5 p.m. to 6 p.m., and conduct public hearings at 6 p.m. However, the Board may cancel or continue meetings to observe holidays or other events as the Board deems appropriate.

Certain other meetings of the Board of County Commissioners may occur from time to time, which shall be noticed in advance pursuant to Section 286.011, Florida Statutes.



# Calendar for Year 2019 (United States)

## January

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## February

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## March

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## April

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## May

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## June

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## July

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## August

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## September

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## October

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## November

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## December

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22	23	24	25	26	27	28
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Jan 1 New Year's Day  
 Jan 21 Martin Luther King Jr. Day  
 Feb 14 Valentine's Day  
 Feb 18 Presidents' Day (Most regions)  
 Mar 17 St. Patrick's Day  
 Apr 15 Tax Day  
 Apr 19 Good Friday (Many regions)  
 Apr 20 Passover (first day)  
 Apr 21 Easter Sunday  
 Apr 22 Easter Monday

Apr 27 Last Day of Passover  
 May 5 Cinco de Mayo  
 May 12 Mother's Day  
 May 27 Memorial Day  
 Jun 16 Father's Day  
 Jul 4 Independence Day  
 Sep 2 Labor Day  
 Sep 30 Rosh Hashana  
 Oct 9 Yom Kippur  
 Oct 14 Columbus Day (Most regions)

Oct 20 Last Day of Sukkot  
 Oct 31 Halloween  
 Nov 11 Veterans Day  
 Nov 28 Thanksgiving Day  
 Nov 29 Black Friday  
 Dec 23 Chanukah/Hanukkah (first day)  
 Dec 24 Christmas Eve  
 Dec 25 Christmas Day  
 Dec 30 Last Day of Chanukah  
 Dec 31 New Year's Eve



## LCS 2018-2019 REGULAR CALENDAR

<b>2018 – August</b>	6	Teachers Report
	6 - 10	Teacher Planning/Inservice Days
	13	Students Report
September	3	Labor Day Holiday (Districtwide)
	19	Fall Holiday (Districtwide)
October	11	End of First Nine Weeks (42-day nine weeks)
	12	Teacher Planning/Inservice Day (Students Out)
November	12	Veterans Day Holiday (Districtwide)
	19, 20, 21	Thanksgiving Holidays (Students & Teachers Out)
	22-23	Thanksgiving Holidays (Districtwide)
December	19, 20, 21	Middle & High School Exam Days/Elementary, Middle & High Early Release
	21	End of Second Nine Weeks (44-day nine weeks/86-day first semester)
	24-31	Winter Holidays (Districtwide)
<b>2019 - January</b>	1 - 4	Winter Holidays (Districtwide)
	7	District Staff & Teachers Return
	7	Teacher Planning/Inservice Day (Students Out)
	8	Students Return
	21	Martin Luther King Holiday (Districtwide)
February	18	Presidents Day Holiday (Districtwide)
March	15	End of Third Nine Weeks (47-day nine weeks)
	18 - 22	Spring Break (Students & Teachers Out)
	25	Teacher Planning/Inservice Day (Students Out)
	26	Students Return
April	19	Spring Holiday (Districtwide)
May	27	Memorial Day Holiday (Districtwide)
	29, 30, 31	Middle & High School Exam Days/Elementary, Middle & High Early Release
	31	Last Day of School/End of Fourth Nine Weeks (47-day-nine weeks/94-day sem.)
June	3, 4	Teacher Planning/Inservice Days
	3	Four-Day Workweek Begins
	5	Summer Reading Academy & ESE Summer Services Training
	6	Summer Reading Academy & ESE Summer Services Planning
	10	First day of SRA and ESE Summer Services
	10 - 27	SRA and ESE Summer Services
July	1 - 4	SRA and ESE Holiday Break
	4	Fourth of July Holiday (Districtwide)
	8	SRA and ESE Summer Services Resume
	8 - 18	SRA and ESE Summer Services
	26	Last Day of Four-Day Workweek

**Approved 2/13/18**

# CONFERENCES

*Home (/) / Conferences*

Florida Association of Counties provides many opportunities for county officials to gain valuable knowledge and compare experiences with other officials from across the state. Our four conferences are:

## 2018 CALENDAR OF EVENTS

[CLICK HERE \(http://www.fl-counties.com/sites/default/files/2018-07/Calendar\\_of\\_Events\\_2018.pdf\)](http://www.fl-counties.com/sites/default/files/2018-07/Calendar_of_Events_2018.pdf)  
to print the 2018 Calendar of Events

## LEGISLATIVE DAY (/LEGISLATIVE-DAY)

**March 27, 2019**

Each year during the height of the Legislative Session, FAC hosts our legislative day in Leon County. Commissioners and staff are encouraged to come to Tallahassee to assist in the lobbying efforts to protect home rule and prevent unfunded mandates. Wednesday, February 7th begins with a legislative briefing and the afternoon is spent lobbying local delegations; a reception honoring the Legislature will be held that evening.

**For sponsorship opportunities, please visit our [Legislative Day page on Work With Counties!](http://www.fl-counties.com/legislative-day-sponsorships)**  
 [\(http://www.fl-counties.com/legislative-day-sponsorships\)](http://www.fl-counties.com/legislative-day-sponsorships)

## ANNUAL CONFERENCE & EDUCATIONAL EXPOSITION (HTTP://WWW.FL-COUNTIES.COM/NODE/88)

**June 11-14, 2019**

**Hyatt Regency Orlando - Orange County**

For more than 80 years, the Florida Association of Counties has held an annual conference. This is the largest FAC event each year and offers an opportunity for hundreds of commissioners and county staff from across the state to come together for continuing education and critical networking. In addition to the educational sessions, this event also includes a 100+ booth educational exhibition – with exhibitors from around the country sharing cost saving tools and products with counties.

### **Future Annual Conference Dates**

June 11-14, 2019 (Hyatt Regency Orlando - Orange County) **\*\*\*NEW DATES\*\*\***

June 9-12, 2020 (Hyatt Regency Orlando - Orange County) **\*\*\*NEW DATES\*\*\***

June 29 - July 2, 2021 (Hyatt Regency Orlando - Orange County)

June 28 - July 1, 2022 (Hyatt Regency Orlando - Orange County)

**For sponsorship opportunities, please visit our [Annual Conference page on Work With Counties!](http://www.fl-counties.com/annual-conference-sponsorships)**  
(<http://www.fl-counties.com/annual-conference-sponsorships>)

**For exhibitor opportunities, please visit our [Tradeshow page on Work With Counties!](http://www.fl-counties.com/node/2688)**  
(<http://www.fl-counties.com/node/2688>)

## **INNOVATION & POLICY CONFERENCE ([HTTP://WWW.FL-COUNTIES.COM/NODE/2780](http://www.fl-counties.com/node/2780))**

**September 26-28, 2018**

**Charlotte Harbor Event & Conference Center - Charlotte County**

The Innovation, Education and Leadership Summit will showcase county innovative programs and projects around the state; deliver new educational opportunities for county commissioners and staff; and launch fresh, research based leadership training for FAC members. In addition, this Summit is designed to facilitate discussion on the many policy issues facing counties, debate new and old issues and begin to narrow down the policies for a final vote before the end of the year.

## **LEGISLATIVE CONFERENCE (</LEGISLATIVE-CONFERENCE>)**

**November 28-30, 2018**

**Marriott Tampa Waterside - Hillsborough County**

The FAC Legislative Conference is the final opportunity for the membership and Legislative Policy Committees to meet and voice their opinion on the policies FAC lobbies during the legislative session. On the final day, commissioners vote and adopt the final FAC policies.

**ABOUT (/ABOUT)**

**ADVOCACY (/ADVOCACY)**

**EDUCATION (HTTP://FACTOR.FL-COUNTIES.COM/)**

**EVENTS (/CONFERENCES)**

**OUR PARTNERS (/LOCAL-GOVERNMENT-SOLUTIONS)**

**SERVICES (/SERVICES)**

**SOCIAL MEDIA FEED**

---

@flcounties (<http://t.co/hz4SCHIP38>)

There's still time to submit photos for the 2019 FAC Calendar Photo Contest! Deadline September 7. Link below   
<https://t.co/p9Lvuh6cNY> (<https://t.co/p9Lvuh6cNY>)

3 days 16 hours ago

@flcounties (<http://t.co/hz4SCHIP38>)

@Ima\_W8t\_4U2Thnk Thank you! It's been fixed!

1 week 1 day ago

@flcounties (<http://t.co/hz4SCHIP38>)

Did you know? Duval County was created on August 12, 1822. It was named for William Pope Duval, Governor of the Fl... <https://t.co/gp6ED7OxLE> (<https://t.co/gp6ED7OxLE>)

**From:** Becky Berentsen <bberentsen@fl-counties.com>  
**To:** Mary Smach <SmachM@leoncountyfl.gov>  
**Date:** 7/23/2018 3:58 PM  
**Subject:** RE: ACC 2018-2019 dates

Yes, all of the ACC workshops and the New Commissioner workshop will be in Gainesville at the UF Hilton.

From: Mary Smach <SmachM@leoncountyfl.gov>  
Sent: Monday, July 23, 2018 3:57 PM  
To: Becky Berentsen <bberentsen@fl-counties.com>  
Subject: RE: ACC 2018-2019 dates

Will these classes be held in Gainesville as in the past?

Mary Smach  
Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311

[www.leoncountyfl.gov](http://www.leoncountyfl.gov)<<http://www.leoncountyfl.gov>>

"People Focused. Performance Driven"

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

>>> Becky Berentsen <bberentsen@fl-counties.com<<mailto:bberentsen@fl-counties.com>>> 7/23/2018 3:49 PM  
>>>

Hello! I apologize for the delay – I was on vacation and have been trying to catch up all morning. The ACC schedule for this fall is as follows:

October 18-19, 2018  
January 10-11, 2019  
April 11-12, 2019

Registration for the ACC program will open on August 15. There are only 30 spots for Commissioners to attend this class and I expect they will be filled quickly. I will send more information next week on that program.

As for the New Commissioner Workshop, we are currently planning for that to happen on January 9-10, 2019 but we may need to move those dates to accommodate another class – just waiting for the final decision to be made. It will be that week – just not sure of the precise dates yet.

I hope this helps. Thanks for asking.

All the best – Becky

Becky Berentsen  
Education Coordinator  
Florida Counties Foundation  
[bberentsen@fl-counties.com](mailto:bberentsen@fl-counties.com)<<mailto:bberentsen@fl-counties.com>>

100 S. Monroe St • Tallahassee, FL 32301  
Phone: (850) 414-7936 • Fax: (850) 488-7752  
Facebook.com/flcounties<<http://www.facebook.com/flcounties>> • Twitter:  
@flcounties<<http://twitter.com/flcounties>> •  
<http://www.fl-counties.com><<http://www.fl-counties.com/>> • All About Florida •

From: Mary Smach <[SmachM@leoncountyfl.gov](mailto:SmachM@leoncountyfl.gov)>  
Sent: Friday, July 20, 2018 10:43 AM  
To: Becky Berentsen <[bberentsen@fl-counties.com](mailto:bberentsen@fl-counties.com)>  
Subject: ACC 2018-2019 dates

Hi Becky,

Would you also please send me the ACC class schedule for 2018-2019?  
Also, do you have the date for the new commissioner workshop in January 2019?  
Thank you,

Mary Smach  
Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311

[www.leoncountyfl.gov](http://www.leoncountyfl.gov)<<http://www.leoncountyfl.gov>>

"People Focused. Performance Driven"

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WHAT WE DO

TOPICS

ADVOCACY

RESOURCES

EVENTS

NEWS

## Future Conference Dates

Up

### LEGISLATIVE CONFERENCE

**MARCH 2 - 6, 2019**

Washington Hilton  
Washington, DC

**FEBRUARY 29 - MARCH 4, 2020**

Washington Hilton  
Washington, DC

**FEBRUARY 19 - FEBRUARY 22, 2021**

Marriott Wardman Park  
Washington, DC

### WESTERN INTERSTATE REGION CONFERENCE

**MAY 15 - 17, 2019**

Spokane County, Washington

### ANNUAL CONFERENCE AND EXPOSITION

**JULY 13 - 16, 2018**

Gaylord Opryland  
Davidson County/Nashville, Tennessee

**JULY 11 - 15, 2019**

Clark County/Las Vegas, Nevada  
Bally's Las Vegas & Paris Las Vegas

**JULY 16 - 20, 2020**

Orange County/Orlando, Florida

**From:** "Customer Services" <customerservices@icma.org>  
**To:** <smachm@leoncountyfl.gov>  
**Date:** 7/26/2018 1:31 PM  
**Subject:** RE: Form submission from: Contact Us (Thread:4933275)

Good afternoon,

The 2019 Annual Conference will take place from October 20-23rd in Nashville, TN. Let me know if you have any other questions and have a great day!

Julian Lamphear

Specialist, Member & Customer Support

-----Original Message-----

From: admin@icma.org <admin@icma.org> On Behalf Of ICMA.org  
Sent: Thursday, July 26, 2018 9:32 AM  
To: customerservices@icma.org  
Subject: Form submission from: Contact Us (Thread:4933275)

Submitted on Thursday, July 26, 2018 - 09:31 Submitted by anonymous user: 198.202.252.50 Submitted values are:

To serve you better, please select what kind of assistance you need.:

Conferences, workshops, and meetings

Name: Mary Smach

Email Address: <mailto:smachm@leoncountyfl.gov> smachm@leoncountyfl.gov

Subject Line: 2019 Annual Conference

Message: Has the date been set yet for the 2019 Annual Conference?

The results of this submission may be viewed at:

<<https://icma.org/node/1631/submission/5362>> <https://icma.org/node/1631/submission/5362>



## Mary Smach - RE: Chamber Conference Updates, Activities and Weekend Info

---

**From:** Stephanie Holloway  
**To:** Dana Noles  
**Date:** 7/19/2018 8:28 AM  
**Subject:** RE: Chamber Conference Updates, Activities and Weekend Info  
**Cc:** Smach, Mary

---

Thanks Dana.

*Stephanie Holloway*  
Senior Executive Assistant  
Leon County Administration  
301 South Monroe Street  
Tallahassee, FL 32301  
Office: [850.606.5319](tel:850.606.5319)  
Fax: [850.606.5301](tel:850.606.5301)

[www.LeonCountyFL.gov](http://www.LeonCountyFL.gov)

### "People Focused. Performance Driven."

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

>>> Dana Noles <dnoles@talchamber.com> 7/18/2018 8:09 PM >>>  
August 16-18, 2019

#### Dana Noles

*Vice President of Events*



Greater Tallahassee Chamber of Commerce

[dnoles@talchamber.com](mailto:dnoles@talchamber.com)

Office: [\(850\) 224-8116](tel:850.224.8116) Direct: [\(850\) 521-3108](tel:850.521.3108)

[www.talchamber.com](http://www.talchamber.com)

P.O. Box 1639

Tallahassee, FL 32302



**From:** Stephanie Holloway <HollowayS@leoncountyfl.gov>  
**Sent:** Wednesday, July 18, 2018 2:34 PM  
**To:** Dana Noles <dnoles@talchamber.com>  
**Subject:** Re: Chamber Conference Updates, Activities and Weekend Info

Dana,

Can you tell me the tentative date for the 2019 Chamber Conference please. We are working on our 2019 Board Calendar and want to make sure we have planned for it.

Thank you.

>>> Dana Noles <[dnoles@talchamber.com](mailto:dnoles@talchamber.com)> 7/17/2018 4:35 PM >>>

Thank you for registering for this year's Annual Community Conference (#TLHACC18), hosted by the Greater Tallahassee Chamber of Commerce and presented by [Capital City Bank](#). In preparation for the conference weekend, please see below associated weekend activities, updates and opportunities for optional conference sessions.

#### EXHIBIT TABLES

Each year at the conference we offer a business showcase where members can exhibit information on their business and its products and services. We've been working with the hotel and still have available space for this year's conference. If you would like to exhibit at this year's conference, please review and fill out the attached exhibit table contract. Should you have questions in regards to exhibiting, email Katie Orr [HERE](#)

#### GOLF TOURNAMENT

An optional conference activity for our golfers, we invite you to join nearly 100 other players to kick off the conference weekend. Presented by [The Jim Moran Institute](#), the golf tournament will take place Friday, August 10, with a start time of 8:30 a.m. The cost is \$175 and includes green and cart fees, pre-tournament refreshments, lunch, prizes and drink coupons. Teams are filling up fast. If you would like to play or need to confirm your golf team, please email Katie Orr [HERE](#).

#### TENNIS ROUND ROBIN

Grab your racquets and join your fellow tennis enthusiasts for our inaugural Tennis Round Robin at the 2018 Annual Chamber Conference. The round robins will take place on Friday, August 10, with a start time of 9:30 a.m. and will last approximately two hours. The cost is \$25 per person and includes designated courts for conference players, balls and refreshments. If you would like to play, confirm your doubles partner or need further information, please email Dana Noles [HERE](#).

#### FRIDAY WORKSHOP PRESENTED BY CAPITAL CITY BANK

You're invited to a special workshop hosted by Capital City Bank at this year's conference! Don't let your claim to fame be a failed estate plan. Join Ben Bowersox of the Capital City Trust Company and Jana McConnaughay of Waldoch & McConnaughay P.A. for a cold beer and a look at why a failing estate plan isn't a blockbuster idea. This workshop is FREE and will be offered on Friday, August 10 at 3:30 p.m. Please see attached invitation and RSVP your attendance to [grabow.sandra@cdbg.com](mailto:grabow.sandra@cdbg.com).

#### VOLLEYBALL TOURNAMENT

Grab some friends, co-workers or any conference attendee and sign up for the volleyball tournament. Sponsored by [Roberts Sand Company](#), we invite you to join in on the friendly competition and have fun on the beach. No cost to participate and volleyball skills optional. The tournament will take place

Saturday, August 11, with a start time of 3:00 p.m. To sign up as individual or a team email Katie Orr [HERE](#).

### **SOCIAL TICKETS FOR FRIDAY & SATURDAY NIGHT EVENTS**

As a reminder, the Friday Welcome Reception and Saturday Night Banquet with entertainment are ticketed events. If you have a spouse, co-worker or guest who might attend either of these functions, please make sure a ticket has been purchased for them. Should you need to purchase extra tickets or check your current registration, please email Dana Noles [HERE](#).

### **SPECIAL RATE FOR EXTENDING YOUR STAY**

Looking to add a day of relaxation to your conference weekend? The Omni Amelia Island is pleased to offer a special rate for those conference attendees that stay over and spend the night of Sunday, August 12. Anyone adding this to their reservation will receive a rate of \$149 for this night only. To receive this rate, just call the hotel at [904.261.6161](tel:904.261.6161) and update your reservation.

### **CONFERENCE AGENDA**

Have you checked out this year's full conference agenda? See the weekend's sessions and speakers via the conference agenda which is attached!

Looking forward to seeing you in Amelia Island! #TLHACC18

#### **Dana Noles**



*Vice President of Events*  
Greater Tallahassee Chamber of Commerce  
[dnoles@talchamber.com](mailto:dnoles@talchamber.com)

Office: [\(850\) 224-8116](tel:850.224.8116) Direct: [\(850\) 521-3108](tel:850.521.3108)  
[www.talchamber.com](http://www.talchamber.com)

P.O. Box 1639  
Tallahassee, FL 32302





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS**  
**MEMORANDUM**

DATE: August 9, 2018  
TO: All County Employees  
FROM: Vincent S. Long, County Administrator  
SUBJECT: 2019 Holiday Schedule

---

The schedule below reflects the holiday schedule for 2019.

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day 2019	Tuesday, January 1, 2019
Martin Luther King Jr. Day	Monday, January 21, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving Day	Thursday, November 28, 2019
Friday after Thanksgiving	Friday, November 29, 2019
Christmas Day	Wednesday, December 25, 2019
New Year's Day 2020	Wednesday, January 1, 2019

In addition, employees will accrue three (3) Personal Days annually. For more information on holidays, please refer to Policy No. 03-16, "Holidays."

cc: Board of County Commissioners  
Constitutional Officers

<b>2019 Planning Department Comprehensive Plan Meetings</b>		
<b>Date*</b>	<b>Time</b>	<b>Meeting</b>
<b>January 8</b>	6:00 p.m.	Local Planning Agency / Planning Commission Workshop
<b>February 5</b>	6:00 p.m.	Local Planning Agency / Planning Commission Public Hearing on the 2019 Cycle Comp Plan Amendments <i>at the Renaissance Center</i>
<b>February 26</b>	1:00 p.m.	Joint City/County Workshop on the 2019 Cycle Comprehensive Plan Amendments <i>at the County Commission Chambers</i>
<b>March 12</b>	6:00 p.m.	Joint City/County Adoption Hearing for Small Scale Map Amendments and Transmittal Hearing for Text and Large Scale Map Amendments on the 2019 Cycle Comprehensive Plan Amendments <i>at the County Commission Chambers</i>
<b>May 14</b>	6:00 p.m.	Joint City/County Adoption Hearing For Text and Large Scale Map Amendments on the 2019 Cycle Comprehensive Plan Amendments <i>at the County Commission Chambers</i>
<i>*All meetings are held on a Tuesday.</i>		

## ITEM #4

### Blueprint Intergovernmental Agency Board of Directors Agenda Item

**TITLE:** Proposed 2019 Meeting Schedule for  
Blueprint Intergovernmental Agency Committees

**Date:** September 20, 2018

**Requested By:** Blueprint and OEV Staff

**Contact:** Blueprint and OEV

**Type of Item:** Consent

### STATEMENT OF ISSUE:

This Agenda Item lists the proposed 2019 meeting dates for the Blueprint Intergovernmental Agency Committees.

### SUPPLEMENTAL INFORMATION:

Blueprint Intergovernmental Agency Board (Tallahassee City Commission Chambers)

- Thursday, February 28, 2018, from 3:00-5:00 PM
- Thursday, June 27, 2019, from 3:00-5:00 PM
- Thursday, September 5, 2019, from 5:00-8:00 PM  
(FY 2019 Budget Public Hearing at 5:30 pm)
- Thursday, December 12, 2019, from 3:00-5:00 PM

Blueprint Technical Coordinating Committee (Blueprint Conference Room, from 1:00 to 3:00 pm)

- Monday, February 11, 2019
- Monday, April 22, 2019
- Monday, June 10, 2019
- Monday, August 19, 2019
- Monday, December 2, 2019

Blueprint Citizens Advisory Committee (Blueprint Conference Room, from 4:30 to 6:30 pm)

- Thursday, February 13, 2019
- Thursday, April 25, 2019
- Thursday, June 13, 2019
- Thursday, August 22, 2019
- Thursday, December 5, 2019

Blueprint Intergovernmental Agency Board of Directors Meeting  
Item Title: Proposed 2019 Meeting Schedule for Blueprint Intergovernmental Agency  
Committees  
Page 2 of 2

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Economic Vitality Leadership Council (Blueprint Conference Room, from 11:30 to 1:30 pm)

- Wednesday, February 13, 2019
- Wednesday, June 12, 2019
- Wednesday, August 21, 2019
- Wednesday, December 4, 2019

MWSBE Citizens Advisory Committee (Blueprint Conference Room, from 11:30 to 1:30 pm)

- Tuesday, March 12, 2019
- Tuesday, June 11, 2019
- Tuesday, September 10, 2019
- Tuesday, December 10, 2019

**Action by TCC and CAC:** This item was presented to the TCC and the CAC at their September 4, 2018 and September 6, 2018 meetings, respectively. The CAC recommended approval of Option 1, consistent with staff's recommendation. The TCC concurred with staff's recommendation.

## OPTIONS:

- Option 1: Approve the proposed 2019 Meeting Schedule for the Blueprint Intergovernmental Agency Committees.
- Option 2: IA Board Guidance.

## RECOMMENDED ACTION:

- Option 1: Approve the proposed 2019 Meeting Schedule for the Blueprint Intergovernmental Agency Committees.

**From:** "Mitchell, Yulonda" <Yulonda.Mitchell@talgov.com>  
**To:** "Elyea, Janice" <Janice.Elyea@talgov.com>, "Calder, Autumn" <autumn.calder@blueprint2000.org>, "Curtis, Sherri" <Sherri.Curtis@talgov.com>, "Doherty, Megan" <Megan.Doherty@talgov.com>, "Holloway, Stephanie" <HollowayS@leoncountyfl.gov>, "Ivy, Angela" <Angela.Ivy@blueprint2000.org>, "Paredes, Cristina" <cparedes@oevforbusiness.org>, "Peter, Stacey" <Stacey.Peter@talgov.com>, "Smach, Mary" <SmachM@leoncountyfl.gov>, "Volpe, Lindsay" <lvolpe@oevforbusiness.org>, "White, Artie" <Artie.White@talgov.com>

**Date:** 7/31/2018 1:34 PM

**Subject:** RE: CRTPA Draft 2019 Calendar

Hello All. I have a meeting with Greg that just came up today. I have provided my proposed dates below.

Jan 15 Board Meeting Time: 1:30p

Feb 19 Board Meeting Time: 1:30p

Mar 19 Board Meeting Time: 1:30p

Apr 16 Workshop Time: TBA Location: TBA

May 21 Board Meeting Time: 1:30p

Jun 17 Board Meeting Time: 1:30p (Monday) Due to Leon County Conflict w/June 18 date

Jul- No Meeting

Aug-No Meeting

Sept 17 Board Meeting Time: 1:30p

Oct ~~4~~ 14 Workshop Time: TBA Location: TBA

Nov 19 Board Meeting Time: 1:30p

Dec 17 Board Meeting Time: 1:30p

Yulonda Mitchell, CRTPA  
850.891.8628  
<https://www.facebook.com/CapitalRegTPA/>

## 2018 Commissioner Membership on Boards / Committees / Councils / Authorities

Committee Name	Type	Name	Term Ends	Appointed by
<b>Apalachee Regional Planning Council</b>	Member Member	<b>Kristin Dozier</b> City Commissioner: <b>Nancy Miller</b>	<b>12/31/2018</b> Two Years <b>12/31/2018</b>	Full Board  Full Board
<b>Big Bend Continuum of Care Board</b>	Member	<b>Bryan Desloge</b> One Commissioner	<b>12/31/2019</b> Two Years	Full Board
<b>Canopy Roads Citizen Advisory Committee</b>	Liaison <i>(not a member)</i>	<b>Mary Ann Lindley</b>	<b>12/31/2018</b> Two Years	Full Board
<b>Canvassing Board</b>	Member Member <i>(Substitute)</i> Member <i>(Alternate)</i>	<b>Nick Maddox</b> <b>Bryan Desloge</b> <b>Mary Ann Lindley</b>	<b>12/31/2019</b> <b>12/31/2019</b> <b>12/31/2019</b> Two years	Chairman Full Board  Chairman
<b>Capital Region Transportation Planning Agency</b>	Members <i>(4/26/16 reduced to 3 members)</i>	<b>Nick Maddox</b> <b>Kristen Dozier</b> <b>John Dailey</b>	<b>12/31/2019</b> Two Years	Full Board
<b>Challenger Learning Center Board</b>	Member	<b>John Dailey</b>	<b>12/31/2018</b> Two Years	Chairman
<b>Children's Services Council Planning Committee</b>	Member	<b>John Dailey</b>	<b>11/20/2018</b>	Full Board
<b>Council on Culture &amp; Arts (COCA)</b>	Member <i>(Ex Officio voting)</i>	<b>Nick Maddox</b>	<b>12/31/2018</b> Four Years	Full Board
<b>Criminal Justice Coordinating Council</b>	Member	<b>Bill Proctor</b>	<b>12/31/2019</b> Two Years	Chairman
<b>Downtown Improvement Authority (DIA) and Downtown Tallahassee Business Association</b>	Member <i>(Ex Officio voting)</i> Member	<b>John Dailey</b>	<b>12/31/2018</b> Two Years	Chairman

<b>Committee Name</b>	<b>Type</b>	<b>Name</b>	<b>Term Ends</b>	<b>Appointed by</b>
<b>Geographic Information Systems Executive Committee</b>	Member	<b>Jimbo Jackson</b>	<b>12/31/2018</b> Two Years	Chairman
<b>Joint City/County/ School Board Coordinating Committee</b>	Member	<b>Bill Proctor</b>	<b>12/31/2019</b> Four Years	Full Board
<b>Juvenile Justice Circuit Advisory Board</b>	Member	<b>Jimbo Jackson</b>	<b>12/31/2019</b> Two Years	Full Board
<b>Leon County Educational Facilities Authority</b>	Liaison <i>(not a member)</i>	<b>Bryan Desloge</b>	<b>12/31/2019</b> Two Years	Full Board
<b>Leon County Research and Development Authority</b>	Member	<b>Kristen Dozier</b>	<b>12/31/2018</b> Four Years	Full Board <i>(By Resolution)</i>
<b>Public Safety Coordinating Council</b>	Member	<b>Bill Proctor</b>	<b>12/31/2019</b> Two Years	Chairman
<b>Tallahassee Sports Council</b>	Member	<b>Nick Maddox</b>	<b>12/31/2018</b> Three years	Chairman
<b>Tourist Development Council</b>	Member <i>(Serves as TDC Vice Chair)</i>	<b>Bryan Desloge</b> <i>(Chairman or Chairman's designee)</i>	<b>12/31/2019</b> Two Years	Chairman
<b>Transportation Disadvantaged Coordinating Board</b>	Member <i>(Serves as TDCB Chair)</i>	<b>Jimbo Jackson</b>	<b>12/31/2018</b> Two Years	Chairman
<b>Value Adjustment Board</b>	Members <i>(one elected VAB Chair)</i>	<b>Nick Maddox</b>	<b>4/30/2020</b> Two Years	Full Board
		<b>Jimbo Jackson</b>	<b>4/30/2020</b> Two Years	Full Board
<b>Workforce Development Consortium, Region 5</b>	Member	<b>Nick Maddox</b>	<b>12/31/2019</b> Two Years	Full Board



**Leon County  
Board of County Commissioners**

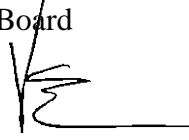
**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Agenda Item #4

October 9, 2018

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

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

**Title:** Commissioner Appointment to the Code Enforcement Board

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Mary Smach, Agenda Coordinator

### **Statement of Issue:**

This agenda item seeks the Board's approval to ratify the Commissioner appointment of a citizen to the Code Enforcement Board.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Ratify Commissioner Dailey's appointment of a citizen, Will Shepherd, to the Code Enforcement Board for a three-year term ending July 31, 2021.

## **Report and Discussion**

### **Background:**

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a Consent item is presented to fill vacancies for individual Commissioner appointment of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Code Enforcement Board (CEB)**

**Purpose:** The CEB conducts hearings and entering orders to enforce County laws relating to environmental management (storm water, trees and landscaping), zoning and land use, control of junk accumulations in the community, building code, and mowing etc. The CEB has the authority to impose administrative fines and other non-criminal penalties where a violation of a code provision has occurred, with the goal of obtaining Code compliance. The purpose is to provide an equitable, expeditious, effective and inexpensive method for enforcement of local laws and to promote, protect and improve the health, safety and general welfare of the public.

**Composition:** The CEB is comprised of seven members, with each Commissioner appointing one member. Members serve three-year terms, expiring July 31. Although, Policy No. 03-15 limits citizen appointments to committees to three terms, Florida Statute 162.05 states that a member may be reappointed upon approval of the local governing body; therefore members are not subject to the Policy’s three-term limit.

Per Statute 162.05, the membership of the Code Enforcement Board shall, whenever possible, consist of an architect, a business person, an engineer, a general contractor, a subcontractor, a realtor and another citizen. Currently the CEB membership consists of the following: Business Person (3), Engineer (1), Building Contractor (1) and County Resident (1). The following categories are not currently represented on the CEB: Realtor, Architect and Subcontractor.

**Vacancies:** The term of Curtis Whigham expired August 31, 2018 and Mr. Whigham is not seeking reappointment (Attachment #1). Commissioner Dailey has reviewed the applications and has selected the appointee as listed in Table #1.

**Table #1: Code Enforcement Board**

<b>Vacancy / Seat Category</b>	<b>Term Expiration</b>	<b>Eligible Applicant</b>	<b>Commissioner/ Seat Category</b>	<b>Recommended Action</b>
Curtis Whigham / <i>General Contractor</i>  <i>Not seeking Reappointment</i>	8/31/2018	Will Shepard  <i>/Realtor</i>  <i>(Attachment #2)</i>	John Dailey	Ratify Commissioner Dailey’s appointment for a three-year term ending July 31, 2021.

**Options:**

1. Ratify Commissioner Dailey's appointment of a citizen, Will Shepherd, to the Code Enforcement Board for a three-year term ending July 31, 2021.
2. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. CEB resignation email
2. Shepherd application

>>> Curtis Whigham <curtis@morethanbuildings.com> 7/19/2018 10:50 AM >>>  
Emma,

After much consideration, I have decided to end my participation with the CEB. You've been great to work with, along with all your staff, and it's been fun. I can only hope that I contributed in a positive way and that I served you well.

As discussed before, I truly believe that everyone should move-on after some period of time and let the Board naturally refresh. My time was three years ago but, with your compassionate request, I stayed for this past term. It's now time for me to say goodbye, thank you, and change the chapter in my life.

Thank you for this opportunity.

CURTIS WHIGHAM, *Vice President / Senior Project Manager*

Curtis@MoreThanBuildings.com | [www.MoreThanBuildings.com](http://www.MoreThanBuildings.com)

1203 Miccosukee Road, Tallahassee, FL 32308  
p: 850.878.8272 | c: 850.544.0126 | f: 850.878.6038

**From:** Emma Smith <SMITHE@leoncountyfl.gov>  
**Sent:** Wednesday, July 18, 2018 4:34 PM  
**To:** Curtis Whigham <curtis@morethanbuildings.com>  
**Subject:** Fwd: Re: Update - Re: Code Enforcement Board  
**Importance:** High

Good afternoon Curtis,  
Please advise if you are interested in being re-appointed to the Code Enforcement Board. If so, please click on the link provided below to complete your application. Thanks!


Emma D. Smith  
Director of Permit and Code Services  
Permit and Code Services Division  
Leon County Development Support and Environmental Management  
435 N. Macomb Street, 2nd Floor  
Tallahassee, Florida 32301  
Phone: (850) 606-1364  
Fax: (850) 606-1301  
Smithe@leoncountyfl.gov

"People Focused. Performance Driven"  
[www.leoncountyfl.gov](http://www.leoncountyfl.gov)

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

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## CODE ENFORCEMENT BOARD

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b></p> <p><b>Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Will Shepherd		Date: 9/14/2018 9:02:29AM
Home Phone: (850) 321-2111	Work Phone: (-)-X	Email: NoPlaceLikeHome@WillShepherd.
Occupation: MANAGING BROKER, KETCHAM REALTY GROUP,	Employer: KETCHAM REALTY GROUP	
Preferred mailing location: Work Address		
Work Address: 1203 THOMASVILLE ROAD		
City/State/Zip: TALLAHASSEE, FL 32303		
Home Address: 1435 DENHOLM DR		
City/State/Zip: TALLAHASSEE, FL 32308		
Do you live in Leon County? Yes If yes, do you live within the City limits? Yes		
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes		
For how many years have you lived in and/or owned property in Leon County? 15 years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.		
<input type="checkbox"/> Architect	<input checked="" type="checkbox"/> Business Person	<input type="checkbox"/> General Contractor
<input checked="" type="checkbox"/> County Resident	<input type="checkbox"/> Engineer	<input checked="" type="checkbox"/> Realtor
<p><b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: Caucasian Sex: Male Age: 49.00</p> <p>Disabled? No District: District 1</p>		
<p><b>In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.</b></p> <p>BACKGROUND INFORMATION: 20 YEAR BUSINESS OWNER OF SHEPHERD ACADEMY, INC. A SMALL PRIVATE SCHOOL FOR CHILDREN WITH LEARNING DISABILITIES</p> <p>16 YEARS IN REAL ESTATE</p> <p>MANAGING BROKER FOR KETCHAM REALTY GROUP, INC</p> <p>2018 PRESIDENT OF THE TALLAHASSEE BOARD OF REALTORS</p>		

2019 FLORIDA REALTORS VICE PRESIDENT DISTRICT 8

CURRENTLY SERVE ON THE FLORIDA REALTORS BOARD OF DIRECTORS

FLORIDA REALTORS MEMBER FOR SEVERAL YEARS OF PUBLIC POLICY COMMITTEE

MULTIPLE REAL ESTATE DESIGNATIONS

References (you must provide at least one personal reference who is not a family member):

Name: PATTI KETCHAM Telephone: 850-545-5314  
Address: 1203 THOMASVILLE ROAD

Name: STEVEN LOUCHHEIM Telephone:  
Address: 1023 THOMASVILLE RD

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?  
Yes

2.) Are you willing to complete a financial disclosure form Yes

3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups) No  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority? No

6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)  
No  
If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: William A Shepherd, Jr.

This application was electronically sent: 9/14/2018 9:02:29AM



**Leon County  
Board of County Commissioners**

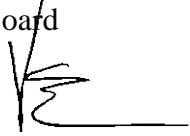
**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

October 9, 2018

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

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

**Title:** Florida Department of Health County Emergency Medical Services Entitlement Grant

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services
<b>Lead Staff/ Project Team:</b>	Timothy Carlson, Financial Compliance Manager

### **Statement of Issue:**

This agenda item seeks the Board's acceptance of the Florida Department of Health County Emergency Medical Services Entitlement Grant in the amount of \$35,450 to purchase ambulance medical equipment.

### **Fiscal Impact:**

This item has a fiscal impact. Funding is associated with a grant in the amount of \$35,450 which is contemplated in the FY18/19 budget.

### **Staff Recommendation:**

- Option # 1: Accept the Florida Department of Health County Emergency Medical Services Entitlement Grant in the amount of \$35,450 and authorize the County Administrator to execute all documents related to the grant project.
- Option # 2: Approve the associated Resolution in support of the Grant (Attachment #1).

## **Report and Discussion**

### **Background:**

Annually, the Department of Health awards grant funding to each County in Florida to improve and expand the quality of Emergency Medical Services (EMS). The state grant program requires the Board to approve a resolution declaring the funding will be used solely to improve and expand patient care.

This grant project is essential to the following FY2017-FY2021 Strategic Initiative:

- Continue to evaluate emergency medical response strategies to improve medical outcomes and survival rates. (2016-26)

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

- (Q3) Provide essential public safety infrastructure and services.

### **Analysis:**

On August 18, 2018, the Department of Health notified the County of the FY 2019 grant award in the amount of \$35,450 (Attachment #2). This grant is contemplated in the FY 18/19 budget to be used for the acquisition of EMS equipment. The Board must approve a resolution certifying that the grant funds will be used to improve and expand pre-hospital EMS and will not be used to supplant existing County EMS budget allocations (Attachment #1).

### **Options:**

1. Accept the Florida Department of Health County Emergency Medical Services Entitlement Grant in the Amount of \$35,450 and authorize the County Administrator to execute all documents related to the grant project.
2. Approve the associated Resolution in support of the Grant (Attachment #1).
3. Do not accept the Florida Department of Health County Emergency Medical Services Entitlement Grant.
4. Board direction.

### **Recommendation:**

Options #1 and 2.

### **Attachments:**

1. Resolution
2. Grant Award Notification & Distribution List

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

WHEREAS, the Board of County Commissioners of Leon County, Florida proposes to submit a EMS County Grant Application to the Florida Department of Health; and,

WHEREAS, the Board of County Commissioners desires to improve the pre-hospital EMS system in order to better serve the public.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby certifies that the proposed use of EMS grant funds will improve and expand the County pre-hospital EMS system and will not be used to supplant current levels of County expenditures.

Adopted this 9<sup>th</sup> day of October, 2018

LEON COUNTY, FLORIDA

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

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

**County Grant Funds for Fiscal Year 2018-2019***(New funds collected Fiscal Year 2017-2018)*

ID Code	County	Total for FY 2018-2019	2018 New Funds	Funds Not Claimed Last Year	Urban/ Rural	Population 2010 Census	Amount Per Capita
C7001	ALACHUA	\$32,295.00	\$32,295.00		Urban	247,336	\$0.13
C7002	BAKER	\$4,599.00	\$4,599.00		Rural	27,115	\$0.17
C7003	BAY	\$25,623.00	\$25,623.00		Urban	168,852	\$0.15
C7004	BRADFORD	\$21,631.00	\$21,631.00		Rural	28,520	\$0.76
C7005	BREVARD	\$46,550.00	\$46,550.00		Urban	543,376	\$0.09
C7006	BROWARD	\$119,816.00	\$119,816.00		Urban	1,748,066	\$0.07
C7007	CALHOUN	\$894.00	\$894.00		Rural	14,625	\$0.06
C7008	CHARLOTTE	\$18,415.00	\$18,415.00		Urban	159,978	\$0.12
C7009	CITRUS	\$11,874.00	\$11,874.00		Urban	141,236	\$0.08
C7010	CLAY	\$20,344.00	\$20,344.00		Urban	190,865	\$0.11
C7011	COLLIER	\$63,545.00	\$63,545.00		Urban	321,520	\$0.20
C7012	COLUMBIA	\$10,481.00	\$10,481.00		Rural	67,531	\$0.16
C7013	DADE/Miami-Dade	\$103,562.00	\$103,562.00		Urban	2,496,435	\$0.04
C7014	DESOTO(a)	\$8,763.00	\$3,784.00	\$4,979.00	Rural	34,862	\$0.25
C7015	DIXIE(a)	\$2,549.00	\$656.00	\$1,893.00	Rural	16,422	\$0.16
C7016	DUVAL	\$95,707.00	\$95,707.00		Urban	864,263	\$0.11
C7017	ESCAMBIA	\$39,831.00	\$39,831.00		Urban	297,619	\$0.12
C7018	FLAGLER	\$8,044.00	\$8,044.00		Urban	95,696	\$0.08
C7019	FRANKLIN	\$1,191.00	\$1,191.00		Rural	11,549	\$0.10
C7020	GADSDEN	\$8,056.00	\$8,056.00		Rural	46,389	\$0.17
C7021	GILCHRIST	\$1,166.00	\$1,166.00		Rural	16,939	\$0.07
C7022	GLADES	\$7,564.00	\$7,564.00		Rural	12,884	\$0.59
C7023	GULF	\$1,187.00	\$1,187.00		Rural	15,863	\$0.07
C7024	HAMILTON	\$5,891.00	\$5,891.00		Rural	14,799	\$0.40
C7025	HARDEE	\$6,532.00	\$6,532.00		Rural	27,731	\$0.24
C7026	HENDRY	\$6,902.00	\$6,902.00		Rural	39,140	\$0.18
C7027	HERNANDO	\$20,970.00	\$20,970.00		Urban	172,778	\$0.12
C7028	HIGHLANDS	\$6,774.00	\$6,774.00		Rural	98,786	\$0.07
C7029	HILLSBOROUGH	\$131,684.00	\$131,684.00		Urban	1,229,226	\$0.11
C7030	HOLMES	\$2,877.00	\$2,877.00		Rural	19,927	\$0.14
C7031	INDIAN RIVER	\$19,731.00	\$19,731.00		Urban	138,028	\$0.14
C7032	JACKSON	\$13,546.00	\$13,546.00		Rural	49,746	\$0.27
C7033	JEFFERSON	\$4,262.00	\$4,262.00		Rural	14,761	\$0.29
C7034	Lafayette(b)	\$1,867.00	\$762.00	\$1,105.00	Rural	8,870	\$0.21
C7035	LAKE	\$34,167.00	\$34,167.00		Urban	297,052	\$0.12
C7036	LEE	\$91,619.00	\$91,619.00		Urban	618,754	\$0.15
C7037	LEON	\$35,450.00	\$35,450.00		Urban	275,487	\$0.13
C7038	LEVY	\$4,282.00	\$4,282.00		Rural	40,801	\$0.10
C7039	LIBERTY	\$1,818.00	\$1,818.00		Rural	8,365	\$0.22
C7040	MADISON	\$8,501.00	\$8,501.00		Rural	19,224	\$0.44

(a) Did not claim their funds last year (two counties).

(b) Did not claim their funds past 2 years (two counties).

<b>County Grant Funds for Fiscal Year 2018-2019</b>							
<i>(New funds collected Fiscal Year 2017-2018)</i>							
<b>ID Code</b>	<b>County</b>	<b>Total for FY 2018-2019</b>	<b>2018 New Funds</b>	<b>Funds Not Claimed Last Year</b>	<b>Urban/ Rural</b>	<b>Population 2010 Census</b>	<b>Amount Per Capita</b>
C7041	MANATEE	\$36,521.00	\$36,521.00		Urban	322,833	\$0.11
C7042	MARION	\$40,471.00	\$40,471.00		Urban	331,298	\$0.12
C7043	MARTIN	\$21,476.00	\$21,476.00		Urban	146,318	\$0.15
C7044	MONROE	\$13,887.00	\$13,887.00		Rural	73,090	\$0.19
C7045	NASSAU	\$8,579.00	\$8,579.00		Urban	73,314	\$0.12
C7046	OKALOOSA	\$20,669.00	\$20,669.00		Urban	180,822	\$0.11
C7047	OKEECHOBEE	\$3,154.00	\$3,154.00		Rural	39,996	\$0.08
C7048	ORANGE	\$181,907.00	\$181,907.00		Urban	1,145,956	\$0.16
C7049	OSCEOLA	\$74,981.00	\$74,981.00		Urban	268,685	\$0.28
C7050	PALM BEACH	\$160,789.00	\$160,789.00		Urban	1,320,134	\$0.12
C7051	PASCO	\$46,079.00	\$46,079.00		Urban	464,697	\$0.10
C7052	PINELLAS	\$137,282.00	\$137,282.00		Urban	916,542	\$0.15
C7053	POLK	\$103,773.00	\$103,773.00		Urban	602,095	\$0.17
C7054	PUTNAM	\$3,604.00	\$3,604.00		Urban	74,364	\$0.05
C7055	SANTA ROSA	\$21,490.00	\$21,490.00		Urban	151,372	\$0.14
C7056	SARASOTA	\$39,742.00	\$39,742.00		Urban	379,448	\$0.10
C7057	SEMINOLE	\$73,367.00	\$73,367.00		Urban	422,718	\$0.01
C7058	ST. JOHNS	\$18,079.00	\$18,079.00		Urban	190,039	\$0.10
C7059	ST. LUCIE	\$39,231.00	\$39,231.00		Urban	277,789	\$0.14
C7060	SUMTER	\$25,123.00	\$25,123.00		Urban	93,420	\$0.27
C7061	SUWANNEE(b)	\$16,802.00	\$5,280.00	\$11,522.00	Rural	41,551	\$0.40
C7062	TAYLOR	\$2,298.00	\$2,298.00		Rural	22,570	\$0.10
C7063	UNION	\$900.00	\$900.00		Rural	15,535	\$0.06
C7064	VOLUSIA	\$46,627.00	\$46,627.00		Urban	494,593	\$0.09
C7065	WAKULLA	\$2,732.00	\$2,732.00		Rural	30,776	\$0.09
C7066	WALTON	\$5,073.00	\$5,073.00		Rural	55,043	\$0.09
C7067	WASHINGTON (a)	\$2,181.00	\$2,181.00		Rural	24,896	\$0.09
	<b>Totals =</b>	<b>\$2,197,377.00</b>	<b>\$2,177,878.00</b>	<b>\$19,499.00</b>		<b>18,801,310</b>	<b>\$0.12</b>

(a) Did not claim their funds last year (two counties).

(b) Did not claim their funds past 2 years (two counties).

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**



# Leon County Board of County Commissioners

## Agenda Item #6

October 9, 2018

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

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

**Title:** First Appearance Attorney Funding for the Office of the Public Defender, Second Judicial Circuit

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

### **Statement of Issue:**

This agenda item seeks Board approval of an agreement to provide the Public Defender budgeted funds in support of a First Appearance Attorney. The Public Defender is requesting the agreement to avoid the State of Florida charging the Public Defender an administrative fee for processing the funds.

### **Fiscal Impact:**

This item has a fiscal impact. Funding is available in the FY 2019 budget for a first appearance attorney in the amount of \$37,000 for the Public Defender. Approval of the agreement eliminates the State charging the Public Defender 8% or \$2,960 to process the funds.

### **Staff Recommendation:**

Option #1: Approve the agreement with the Office of the Public Defender, Second Judicial Circuit and authorize the County Administrator to execute in a form approved by the County Attorney (Attachment #1).

## **Report and Discussion**

### **Background:**

During the budget planning process for FY 2009, the Office of the Public Defender requested additional funding to support its efforts at reducing the jail population. A request was made to fund a first appearance attorney. As part of the FY 2009 adopted budget, funding was approved that provided \$37,000 to both the Office of the Public Defender and the State Attorney for first appearance attorneys for a total of \$74,000.

Since FY 2009, the County has continually provided \$37,000 for first appearance attorneys to both the Public Defender and State Attorney's offices. In FY 2018, the Office of the Public Defender informed the Office of Management and Budget (OMB) that the State of Florida had started retaining eight percent (\$2,960) of the funding as a service charge as the funds were being considered program income rather than a grant. The Office of the Public Defender requested an agreement regarding the use of the funds in order to preserve the funds for their intended use. An agreement outlining the use of the funds is needed in order for the State to waive the eight percent service charge.

### **Analysis:**

The intent of the County's allocation to the Office of the Public Defender is to contribute funds to support the activities of a first appearance attorney. The Florida Supreme Court amended Rule 3.130 of Florida Criminal Procedure requires the presence of an assistant public defender at all first appearance hearings. By providing consistent first appearance representation, the Office of the Public Defender is able to assist with preventing overcrowding at the Leon County Detention Facility by advocating lower bond amounts and pretrial release orders; as well as quickly resolving minor matters and/or conducting rapid investigations to secure a defendant's release. In addition, the Office of the Public Defender also assists Court Administration and the Clerk of Court with facilitating prebond screenings and financial affidavits.

In drafting this agreement, the County outlines the following:

- Funds must be used exclusively for first appearance attorney funding
- A service charge shall not be applied to the funds, as the funding is treated as operational grant funds

OMB also conferred with the State Attorney's Office to determine if they needed a similar agreement to avoid the state service charge. The Office indicated that they were not being charged this fee due to previous information provided to the State.

**Options:**

1. Approve the agreement with the Office of the Public Defender, Second Judicial Circuit and authorize the County Administrator to execute in a form approved by the County Attorney (Attachment #1).
2. Do not approve the agreement with the Office of the Public Defender, Second Judicial Circuit.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. FY 2018-2019 Office of Public Defender, Second Judicial Circuit First Appearance Attorney Funding Grant Memorandum of Agreement

**AGREEMENT**  
**FOR**  
**FIRST APPEARANCE ATTORNEY STAFFING**

**THIS AGREEMENT** is entered into by and between the SECOND JUDICIAL CIRCUIT PUBLIC DEFENDER, whose address is, 301 S. Monroe Street, Suite 401 Tallahassee, Florida 32301 (hereinafter “2<sup>nd</sup> CIR P.D”), and LEON COUNTY, FLORIDA whose address is 301 S. Monroe Street, Tallahassee, Florida 32301 (hereinafter, “County”) as of the last date of signature below. The Parties agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to provide funding for an attorney for consistent first appearance representation by the Office of the Public Defender to help reduce the overcrowding in Leon County Jail by advocating lower bond amounts and pre-trial release orders and resolving minor matters and conducting rapid investigations to secure a defendant's release.
2. **MINIMUM REQUIREMENTS.** The 2<sup>nd</sup> CIR P.D will adhere to the following minimum requirements as a condition of funding:
  - a. Funds may only be used for the purpose of staffing first appearance hearings.
  - b. The 8% service charge will not apply to this Agreement as the funds are considered operational grant funds. *“The County has limited resources available for this Agreement. The inclusion of an 8% service charge by the State of Florida would jeopardize the continuation of the funding of this agreement.”*
3. **PAYMENT.** The County will provide the 2<sup>nd</sup> CIR P.D a grant in an amount not to exceed \$37,000.00 per year to be disbursed in \$3,083.34 monthly increments during the Term of this Agreement.
4. **TERM.** This Agreement shall be effective as of October 1, 2018, and will continue into effect until September 30, 2019. The County may renew this Agreement upon the same terms and conditions.
5. **TERMINATION.** The County may terminate this Agreement at any time during the Term if the minimum requirements are not met by providing a thirty (30) days written notice to 2<sup>nd</sup> CIR P.D.
6. **AMENDMENT.** This Agreement may be amended only by a written document signed by both Parties by executing the modifications in writing.

7. **NOTICES.** 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 the County:

Timothy Barden, Budget Manager  
Leon County Courthouse  
301 S. Monroe Street, Suite 200  
Tallahassee, Florida 32301  
Telephone: 850-606-5113  
Fax: 850-606-5101  
Email: BardenT@leoncountyfl.gov

Notice to 2<sup>nd</sup> CIR P.D:

Lori Hocking, Finance & Accounting Director  
Office of Public Defender, 2<sup>nd</sup> Circuit,  
Leon County Courthouse  
301 S. Monroe Street, Suite 401  
Tallahassee, Florida 32301  
Telephone: 850-606-1012  
Fax: 850-606-1001  
Email: Lori.Hocking@flpd2.com

**IN WITNESS WHEREOF, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

SECOND JUDICIAL CIRCUIT  
PUBLIC DEFENDER

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Andy Thomas

By: \_\_\_\_\_  
Vince S. Long

As Its: Second Judicial Circuit Public Defender

As Its: County Administrator

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

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

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

October 9, 2018

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

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

**Title:** Request to Rename a Segment of “Sumerlin Drive” Located in the Meadow Ridge Subdivision to “Prairie View Court”

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Emma Smith, Director, Permit and Code Services Lisa Scott, Addressing Program Coordinator

### **Statement of Issue:**

This agenda item seeks approval to rename the segment of “Sumerlin Drive” located in the Meadow Ridge Subdivision to “Prairie View Court.” Sumerlin Drive is located within the City limits; however, in accordance with Article XI of the Leon County Land Development Code, Board approval is required for all street renaming requests.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the request to rename the segment of “Sumerlin Drive” located in the Meadow Ridge Subdivision to “Prairie View Court” as recommended by the Addressing Steering Committee.

## **Report and Discussion**

### **Background:**

As recommended by the Addressing Steer Committee, this agenda item seeks approval to rename the segment of “Sumerlin Drive” located in the Meadow Ridge Subdivision to “Prairie View Court.” Sumerlin Drive is located within the City limits; however, in accordance with Article XI of the Leon County Land Development Code, Board approval is required for all street renaming requests.

The County’s Uniform Street Name and Property Numbering System Ordinance, Article XI of the Land Development Code (Chapter 10 of the Leon County Code of Laws) establishes countywide criteria and guidelines for street naming, street renaming, and property address assignment (Attachment #1). The Ordinance also provides for the Addressing Steering Committee (ASC), an interagency coordination committee that provides guidance and makes recommendations to staff and the Board on matters relating to the implementation of the Ordinance.

The ASC consists of representatives from the Tallahassee Fire Department, Tallahassee Police Department, Leon County Sheriff’s Office’s Division of Emergency Management, Tallahassee-Leon County Geographic Information System (GIS), Tallahassee Growth Management Department, Department of PLACE, Leon County Development Support and Environmental Management Department, Leon County Property Appraiser’s Office, Consolidated Dispatch Center, United States Postal Service, and the Leon County School Board. Technical support is provided to the ASC by representatives from County Public Works, City Traffic Engineering, Tallahassee-Leon County GIS, the Consolidated Dispatch Center, and the Supervisor of Elections Office.

All street renaming requests are reviewed by County staff to ensure compliance with the Uniform Street Name and Property Numbering System Ordinance prior to being forwarded to the ASC for review and recommendation. Pursuant to the Ordinance, the Board has the final decision regarding all street renaming requests.

### **Analysis:**

Sumerlin Drive, which is located in the Orchard Walk Subdivision off of Buck Lake Road, was initially planned to continue to the east into the recently approved Meadow Ridge Subdivision; therefore, the road within Meadow Ridge proposed for the interconnection with Orchard Walk Subdivision was also named Sumerlin Drive. Both neighborhoods are in the jurisdiction of the City of Tallahassee. It was determined during the review process associated with the Meadow Ridge Subdivision that the interconnection could not be completed due to a large area of mature trees being located within the subject area, as well as the lots in Meadow Ridge impacted by the interconnection being under individual ownership. Subsequently, this has resulted in two separated roadway segments named Sumerlin Drive: one in the Orchard Walk Subdivision and one in the Meadow Ridge Subdivision. Having two roadways named Sumerlin Drive within two separate subdivisions has the potential to impact service delivery, including emergency services.



Title: Request to Rename a Segment of “Sumerlin Drive” Located in the Meadow Ridge Subdivision to “Prairie View Court”

October 9, 2018

Page 3

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Due to potential E-911 issues that could result from the interconnection not being completed, the City of Tallahassee Growth Management staff, City of Tallahassee Fire Chief, and the Leon County Emergency Medical Services Chief met and discussed options for resolving the issue. It was determined that in the interest of public safety, the recommended option would be to rename the segment of Sumerlin Drive located in the Meadow Ridge Subdivision (Attachment #2).

The ASC met on July 17, 2018, to discuss the request to rename the eastern segment of Sumerlin Drive located in the Meadow Ridge Subdivision. After review and discussion, the ASC voted to recommend that the Board approve the renaming of the eastern portion of Sumerlin Drive located in the Meadow Ridge Subdivision to “Prairie View Court” (Attachment #3). The Meadow Ridge Subdivision has an existing street named “Prairie View Lane,” and the proposed “Prairie View Court” street name is consistent with the street naming hierarchy established in the Uniform Street Name and Property Numbering System Ordinance. Should the Board approve this request, 1378 and 1381 Sumerlin Drive will require an address and street name change. The impacted streets would be under the City’s jurisdiction.

**Options:**

1. Approve the request to rename the segment of “Sumerlin Drive” located in the Meadow Ridge Subdivision to “Prairie View Court” as recommended by the Addressing Steering Committee.
2. Do not approve the request to rename the segment of “Sumerlin Drive” located in the Meadow Ridge Subdivision to “Prairie View Court” as recommended by the Addressing Steering Committee.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Uniform Street Name and Property Numbering System Ordinance
2. Location Map
3. Minutes from July 17, 2018, ASC Meeting

## **ARTICLE XI. - UNIFORM STREET NAMING AND PROPERTY NUMBERING SYSTEM**

### **Sec. 10-11.101. - Purpose.**

This article is promulgated for the purpose of providing for the assignment and approval of street names, and subdivision names, and for providing a uniform numbering system for the assignment of address numbers to properties with access from public and private ways within the City of Tallahassee and Leon County, Florida, in the interest of public health, safety, and the general welfare of citizens. (Ord. No. 09-39, § 1, 11-10-09)

### **Sec. 10-11.102. - Short title and authority.**

This article shall be known as the joint Leon County/City of Tallahassee Uniform Street Naming and Property Numbering System Ordinance and is adopted under the authority of F.S. chs. 125 and 336. (Ord. No. 09-39, § 2, 11-10-09)

### **Sec. 10-11.103. - Definitions.**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Access:* The legal, and, or physical path, driveway, or roadway used by a property owner or tenant to drive from a roadway to the property or building. Access to a property may be provided by an easement from a roadway to the property, or by directly fronting onto an existing roadway.

*Existing right-of-way:* A dedicated legal access existing before the effective date of this article.

*Front:* To have primary access, for a building or other principal use, from an abutting public or private street.

*Occupant:* Any person, firm, entity, partnership, trust, corporation, association, or other organization which is occupying or leasing a building or other property for a period exceeding 30 days.

*Owner:* Any and all persons, firms, entities, trusts, partnerships, corporations, associations or other organizations owning the fee title to, or having an interest in, any building or property which is subject to the provisions of this article.

*Pre-directional:* A directional identifier (north, south, east, west, northeast, northwest, southeast, or southwest) used in front of a street name.

*Post-directional:* A directional identifier (north, south, east, west, northeast, northwest, southeast, or southwest) used after a street name.

*Principal building:* A building in which is conducted all or any part of the principal use to which a lot or parcel of land is put.

*Principal use:* The primary purpose for which any land or a building on the land is used.

*Public right-of-way:* Any dedicated county and/or city maintained right-of-way.

*Private right-of-way:* Any right of way restricted in use by deed or ownership.

*Private to private access:* A private access used for buildings or structures which is not adjacent to a public access, but intersects another private access, and is not a recorded access easement.

*Street:* A right-of-way for vehicular traffic which serves three or more principle buildings or crosses multiple parcel boundaries.

*Suffix:* An affix appended to the end of a street name, serving to form a new name.

(Ord. No. 09-39, § 3, 11-10-09)

### **Sec. 10-11.104. - Uniform street naming and property numbering system implementation.**

(a) A uniform system of numbering buildings, as shown on the maps identified by the title "Property Numbering Maps," which are maintained on Leon County Tax Parcel Maps and in the Geographical Information System's Electronic Database in the Leon County Development Support and Environmental

Management Department and the City of Tallahassee Growth Management Department. All explanatory matter thereon and related thereto, is hereby adopted, incorporated herein by this reference, and made a part of this article.

(b) "Uniform Street Naming and Property Numbering System" is the set of policies and procedures adopted by both the City of Tallahassee and Leon County, and amended from time to time, for the purpose of implementing this [article] ordinance.

(c) An addressing steering committee is established for the purpose of providing intergovernmental cooperation and system integrity of the implementation of policies and procedures as set forth by the Board of County Commissioners. The powers and duties of the addressing steering committee are:

(1) To resolve ambiguities in the regulations and policies and procedures relating to implementation; and to provide guidance where there are conflicting regulations or policies.

(2) To hear appeals by citizen residents and businesses of proposed implementation directives concerning addressing assignments and street naming actions.

(3) To make recommendations to both elected commissions regarding street naming and address re-assignments.

(4) To make recommendations to both elected commissions regarding changes to applicable regulations and changes to policies and procedures.

(d) This article will be administered in accordance with the duly adopted policies and procedures which may be amended from time to time by the addressing steering committee. (Ord. No. 09-39, § 4, 11-10-09; Ord. No. 13-06, § 16, 3-12-13)

#### **Sec. 10-11.105. - Street names.**

All streets as defined herein, in both the unincorporated and incorporated area of Leon County shall be named, including private-to-private accesses, for the purposes of emergency response (E-9-1-1) location. Street names shall be developed and assigned, in accordance with the uniform street naming and property numbering system, according to the following requirements:

(1) *Authority.* The Leon County Board of County Commissioners has designated the Leon County Department of Development Support and Environmental Management, to assign street names to all streets within the incorporated and unincorporated areas of Leon County. Citizens who desire to name streets must complete a street name application provided by Leon County.

(2) *Existing rights-of-way and road easements.* When any existing public right-of-way or private road easement is determined consistent with the definitions contained in this [article] ordinance, Leon County shall assign or coordinate a name to such street. Such public streets shall be identified with street signs provided by the appropriate local government jurisdiction.

(3) *New and proposed public rights-of-way and private road easements.* When any new street is constructed as a public right-of-way or private road easement, Leon County shall have full authority to assign or coordinate the street name. Such public streets and private streets which result from new development or subdivision shall be identified by street signs specified by the appropriate local government agency. Costs of the sign shall be the obligation of the person(s) applying for the development permit for construction of the street, and satisfaction of such obligation shall be made a condition of the development permit. Certificates of occupancy shall not be issued until all required all street signs required by this provision are properly installed.

(4) For private road easements, or fee simple situations created by a subdivision of lands, the subdivider, at his or her expense, shall provide and post the required street signs when they are not

directly adjoining existing public rights-of-way. These street signs must be erected in accordance with specifications set forth by the appropriate local government agency. Final subdivision plats will be recorded with the assigned street names indicated on the final plat. Certificates of occupancy shall not be issued until and unless street signs required are properly installed. The applicable local government is responsible for verifying the placement and installation of all street signs.

(Ord. No. 09-39, § 5, 11-10-09; Ord. No. 14-10, § 42, 6-10-14)

**Sec. 10-11.106. - Street naming criteria.**

*(a) Criteria for approving street names.*

(1) Names should be easy to spell and pronounce, and not be confused when spoken or written with other existing street names previously approved.

(2) Prefixes (i.e. north, south, etc.) are only allowed for streets which cross the Tallahassee Prime Meridian or Tallahassee Base line. Post-directional identifiers will not be allowed (e.g.: Plank Road South).

(3) Names phonetically similar to other street names are not allowed.

(4) Streets with the same name, but different suffixes, are not allowed unless they are adjoining (abutting).

(5) Street names shall not be used which will duplicate or can be confused with the names of existing or proposed streets.

(6) Streets which are extensions of existing streets shall have the same name, as long as duplicate street numbers are not created as a direct result of the name being continued.

(7) All streets names shall have a suffix. Suffixes can only be used as a true suffix. Suffixes to street names will be assigned according to the definitions in section 10-11.103.

(b) Similar naming criteria will be used when determining the titles of subdivisions, condominiums, residential multifamily properties, and commercial centers, to avoid similar and duplicate names. Street names that are similar to subdivision names but are outside that subdivision, and vice versa, are not allowed.

(c) *Installation and cost.* All street name signs in public rights-of-way shall be installed by, and the costs paid by, the appropriate local government. If the signs are for private streets, and the cost of the signs are the obligation of a developer or other permit applicant, a fee as established by the local government will be charged.

(Ord. No. 09-39, § 6, 11-10-09)

**Sec. 10-11.107. - Administration and number assignment.**

The city growth management department and the Leon County Department of Development Support and Environmental Management shall be responsible for managing, coordinating, and maintaining the property numbering maps in accordance with the uniform street naming and property numbering system.

(1) *Address numbers.* All new principal buildings and all new activities involving uses of land without principal buildings shall be assigned address numbers by the appropriate local government agency. For principal uses of land without principal buildings, or any other permitted activity or approval requires the posting of the assigned address numbers by the time the final electrical inspection is conducted. The assigned address number shall be displayed as indicated in the Uniform Street Naming and Property Numbering System Ordinance. For principal buildings, final electrical inspections and certificates of occupancy will be issued after the assigned address number or numbers are displayed as provided in the uniform street naming and property numbering system policies and procedures. The following criteria shall be used to assign address numbers:

a. Numbers should be assigned according to the adopted policies and procedures, using the grid system illustrated on the General Highway Map. The grid is established by the Tallahassee Meridian (the numbering meridian line has been established as the road segment of Meridian Road North and South) and the Tallahassee Base line (the numbering base line has been established as the road segment of Tharpe Street through to Buck Lake Road). The grid lines are based on the established section lines at one mile intervals with each line representing 1,000 addresses.  
(Ord. No. 09-39, § 7, 11-10-09; Ord. No. 14-10, § 43, 6-10-14)

**Sec. 10-11.108. - Authorization for address corrections.**

The county administrator and/or city manager or designee is hereby directed to require changes as necessary in existing street names and street address numbers, so as to bring such names and numbers into reasonable conformance with the property numbering maps and the adopted uniform street naming and property numbering system policies and procedures.

(1) *Standards for renaming and renumbering.* Any changes in the names of streets must be approved by the Board of County Commissioners. The county administrator and the city manager shall require address numbers to be changed to streets which are not in reasonable conformance with this article. Street name changes may be required by the Board of County Commissioners only if they duplicate or are phonetically similar to or are otherwise easily confused with other street names in the same response area for the "Enhanced 9-1-1 Emergency Telephone System." Street and address number changes shall be coordinated, to the extent possible, with the City of Tallahassee. When one of two duplicated or phonetically-similar or otherwise confusing street names must be changed the appropriate adopted policies and procedures will be followed.

(2) *Street renaming.*

a. When any street is to be renamed pursuant to the requirements of this article, the Leon County Department of Development Support and Environmental Management shall notify by mail all property owners, as set forth in the most recent county tax rolls, whose lands abut such street, and shall make a reasonable attempt by public notice to notify the residents or businesses occupying such lands, that the street will be renamed. Cost of all installation of signs shall be the responsibility of appropriate local government. This includes public and private streets regardless of its intersections to public or private streets.

b. Public notices of the new street name shall be provided in the form of a display advertisement to run in a local public newspaper of general circulation at least 30 days prior to the effective date of change. The advertisement will identify the change of the street name and the effective date of the change. The cost associated for the implementation of this action will be that of the appropriate local government agency as set forth in this article.

c. For street number changes without street name changes. The city manager and or county administrator or their designees shall notify by mail the affected property owners, as shown on the latest tax rolls, of any street number changes and the effective date of the change.

(3) *Contents of notice.* The notices provided for in subsection 10-11.108(2)b. above, shall clearly identify the change in street name as it affects each property owner and/or occupant; shall identify the effective date of the change; and shall set forth the property owner's and occupant's obligations pursuant to this article.

(4) *Recorded plats.* Notwithstanding any other provisions to the contrary in Chapter 10 of the Leon County Code of Laws, the county administrator or their designee is authorized to record a document in a form approved by the county attorney that would notify property owners, in recorded final plats in Leon County, when street names that are specifically listed on the recorded final plat are changed or otherwise modified in accordance with the terms and conditions of the Leon County/City of Tallahassee Street Naming and Uniform Property Numbering Ordinance. The form of the document shall list the plat

book and page number of the recorded final plat being referred to along with the former and newly designated street name. In no event shall a replat be required of the recorded final plat for the purposes of the street naming change.

(Ord. No. 09-39, § 8, 11-10-09; Ord. No. 14-10, § 44, 6-10-14)

**Sec. 10-11.109. - Address number posting.**

Each principal building in the unincorporated and the incorporated area of Leon County, Florida, and each principal use of land without a principal building, shall have its building number properly displayed, whether or not mail is delivered to such building or property. It shall be the duty of both the owner and occupant of each building or property to post the assigned number on the property in the following manner:

(1) The principal building (address) number shall be affixed to the building on the side that the address is assigned in such a manner so as to be clearly visible and legible from the direction in which normal vehicular access to the building is made. The address number for a principal use of land without a principal building shall be affixed to a post, mailbox, fence, wall, or other structure in such a manner so as to be clearly visible and legible from the public or private street on which the use fronts, regardless of the direction of approach.

(2) Assigned numbers, for principal buildings which are not visible from a public or private street, shall have their numbers displayed at the intersection of such street or driveway providing access to such building. The number shall be affixed to a post, mail box, fence, wall, or other structure in such a manner so as to be clearly visible and legible from the public or private street on which the use is addressed, regardless of the direction of approach.

(3) When more than one building, use, suite, unit, or apartment are assigned the same address number, and individual buildings, uses, suites, units, or apartments are assigned separate identifying letters or numbers, the common address number shall be displayed as provided in subsection 10-11.109(1) above, and the individual building, use, suite, unit, or apartment numbers shall be displayed near the entrance to such unit.

(4) Numerals shall be Arabic and visible from the street.

(5) The numerals shall be of contrasting color with the immediate background of the building or structure on which the numerals are affixed.

(6) Any signs, placards, or similar graphics showing a different number which might be mistaken for or confused with the number assigned in accordance with the property numbering maps shall be removed and the properly assigned number posted.

(7) Within 45 days after the receipt or notification of an address number the owner, occupant or person in charge of any house, building, mobile home, or other structure to which a number has been assigned shall affix the number in a conspicuous place as outlined in this article.

(Ord. No. 09-39, § 9, 11-10-09)

**Sec. 10-11.110. - Private road signing.**

(a) Where private streets intersect with a public right-of-way, street name signs shall be placed in the public right-of-way, as close to the right-of-way line as is feasible, and the private street name signs, as well as any signs indicating whether the county does or does not maintain particular streets, shall be placed on the same post as the public street name signs.

(b) Private street names signs and signs regarding county street maintenance shall be painted with a blue background and white letters. Public street signs shall be painted with a green background and white letters.

(Ord. No. 09-39, § 10, 11-10-09)

**Sec. 10-11.111. - Enforcement.**

The requirements of this article will be enforced by the Leon County Code Enforcement Board.  
(Ord. No. 09-39, § 11, 11-10-09)

**Sec. 10-11.112. - Penalty.**

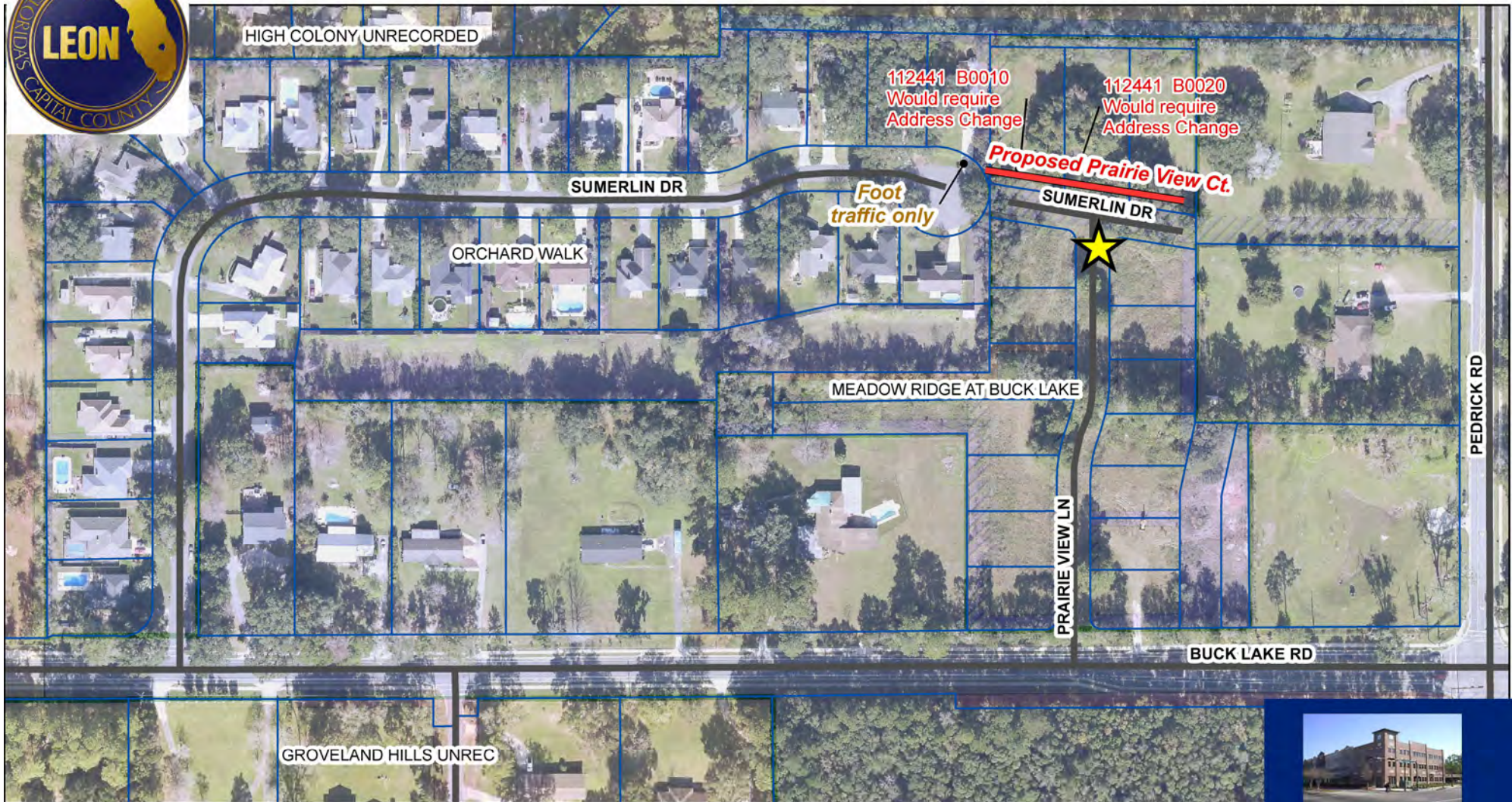
(a) Any person violating any of the provisions of this article shall be guilty of a misdemeanor and punished as provided by law.

(b) In the event that the owner, occupant, or person in charge of any house, building, mobile home, or other structure refuses to comply with the terms of this [article] ordinance by failing to affix the address number assigned within 45 days after notification, or by failing within said period of 45 days to remove any old numbers affixed which may be confused with the address numbers assigned thereto, he shall be punished by paying a fine of not less than ten dollars for every day that the situation is not rectified.

(Ord. No. 09-39, § 12, 11-10-09)



# *The Meadow Ridge at Buck Lake Subdivision Located in the City of Tallahassee - Street Renaming Request Map*



NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for informational purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

*In Township and Section 11-24, 1N 1E.  
Request to rename the east segment of Sumerlin Drive to  
Prairie View Court.*

Two out of five property owners would be required to  
change addresses if approved. The impacted streets are under City jurisdiction.



Leon County Department of  
Development Support  
and Environmental Management

Addressing Unit  
Renaissance Center - 2nd Floor  
435 N. Macomb Street  
Tallahassee, FL 32301  
Phone: (850) 606-1300  
Fax: (850) 606-1301



TALLAHASSEE-LEON COUNTY ADDRESS STEERING COMMITTEE  
**EXCERPT FROM MEETING MINUTES**  
Leon County Department of Development Support & Environmental Management  
Renaissance Center 2<sup>nd</sup> Floor Conference Room, Tuesday July 17, 2018

**Voting Members Present:**

Emma Smith, DSEM; Edith Taylor, LCSO; Chad Abrams, LCEMS; Sean Reiss, PLACE; Michael Porter, CDA; Judi Davison, TFD; Scott Weisman, LC/GIS; Bill Pable, COT/GM; Jamie Hollem, LC/Schools; and Cedric Austin, USPS.

**Guest:** Jeff Patton, HOA President of OrchardWalk Neighborhood.

**Request to rename a portion of Sumerlin Drive within the Meadow Ridge:**

COTGM staff indicated that the street was originally slated to continue into the Meadow Ridge neighborhood from the existing Orchard Walk neighborhood. However, due to an oversight the connection between the two neighborhoods is completely blocked by a row of mature trees. Therefore, the interconnection is unlikely to occur between the two neighborhoods because both oppose the interconnection; and the Meadow Ridge property owners are unwilling to give the sliver of land necessary from lots on both the north and south side of the Meadow Ridge neighborhood for the interconnection. As a result, Sumerlin Drive is now segmented, thereby creating a duplicate street name.

Communication occurred on June 21, 2018 between the COTGM staff, COT Fire Chief, and the LCEMS Chief. During that time, it was determined in the interest of public safety, the street renaming should occur for the Meadow Ridge neighborhood to avoid a possible delayed response for any emergency situation that may occur along this segmented street.

A recommendation was made to rename the segment of Sumerlin Drive within the Meadow Ridge neighborhood based upon the following criteria: the least number of abutting property owners impacted, and the most recently named segment. Additionally, a waiver of the renaming fee is being requested based on the declared duplicate status for this street.

The following additional concerns were discussed by the committee:

1. The probability of a request to extend “Sumerlin Drive” to Pedrick Road, if a new development request occurred for the property west of the Meadow Ridge neighborhood. The committee felt that the existing duplication situation should be remedied now, and not wait for the possibility of a new development, which could be in the making.
2. The availability of technology being able to track a segmented street should an emergency situation occur. All agreed that the technology existed, but due to concerns over possible human error, the committee felt it necessary to move forward with renaming the smaller segment of Sumerlin Drive.

Based upon the discussion a motion was made and seconded. The motion passed unanimously. With agreement to pose the replacement street name for this segment of Sumerlin Drive to Praire View Court.

**Leon County  
Board of County Commissioners  
Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

October 9, 2018

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

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

**Title:** Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms (“Gun Show Loophole”) Ordinance

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Emma Smith, Director, Permit and Code Services LaShawn Riggans, Deputy County Attorney

### **Statement of Issue:**

As requested by the Board, this agenda item seeks acceptance of the Status Report on the - Criminal History Records Check and Waiting Period for Purchase of Firearms (“Gun Show Loophole”) Ordinance.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms (“Gun Show Loophole”) Ordinance.

## **Report and Discussion**

### **Background:**

At the Board’s April 10, 2018 meeting, the Board adopted Chapter 12 of the Code of Laws of Leon County, Article III, Criminal History Records Check and Waiting Period for Purchase of Firearms (“Gun Show Loophole”) Ordinance, and requested staff provide a status report within six months. The Ordinance is effective in the incorporated as well as unincorporated areas of Leon County (Attachment #1).

The intent of this Ordinance is to implement countywide the constitutionally granted authority to ensure that no firearm is sold, offered for sale, transferred or delivered where any part of the transaction is conducted on property to which the public has a right of access unless there is a full three-day waiting period, and a national criminal history background check of the potential purchaser is conducted. This Ordinance applies to both seller and purchasers of firearms, regardless if they are private individuals or a Federal Firearms Licensed (FFL) dealer.

Copies of the Ordinance are required to be displayed at all entrances to any public venue at which permitted firearm sales are being conducted. Additionally, any unlicensed sellers conducting business on property to which the public has the right of access must prominently display the following information adjacent to the firearms being sold:

- 1) legal name of the private seller;
- 2) the name of the FFL dealer who is facilitating the transaction for the private seller; and
- 3) the license number of the FFL dealer who will be facilitating the transaction on behalf of the private seller.

Any complaints received through the Leon County Code Compliance Program will be forwarded to the Leon County Sheriff’s Office for processing. As of this date, no complaints have been received or processed.

### **Analysis:**

Since the adoption of the countywide Ordinance on April 10, 2018, staff has conducted periodic inspections at the Tallahassee Flea Market and attended three (3) scheduled Gun Show weekends at the Leon County Fairgrounds to ensure the Ordinance requirements were being met. Staff has been in continuous communication with the Tallahassee Flea Market regarding the Ordinance requirements, as well as being informed of a Flea Market employee being on site to monitor the vendor booths as well. The Tallahassee Flea Market has complied with prominently displaying the Ordinance at all entrances into the activity or event, in addition to posting in the main office. In addition, the Tallahassee Flea Market was advised to remind their tenants of the Ordinance, as well as recommended they include language in the rental agreement which discusses the Ordinance requirements.

There have been three (3) Gun Show weekends scheduled at the Leon County Fairgrounds since the adoption of the Ordinance. The dates were April 28 and 29, 2018; July 14 and 15, 2018; and September 22 and 23, 2018. Staff attended each show to observe and report any potential violations. In addition, the Friday prior to each Gun Show weekend, staff conducted site visits prior to each scheduled event to observe the vendor set up and answer any questions they may have.

On April 27, 2018, staff met with the Gun Show Operator for an initial visit after the adoption of the Ordinance and was provided a thorough overview/tour of the set-up of the Gun Show weekend events. Specifically, for the April 28 and 29 weekend event, there were approximately 40 vendors registered and staff was provided a list of the vendors in addition to information regarding the vendor's merchandise, attendees, and the classes offered. Staff observed the Ordinance displayed as required in multiple locations. The Gun Show Operator reported that all the vendors were FFL dealers, except one who sells antique firearms. Staff informed the Gun Show Operator that the unlicensed seller would be required to prominently display next to the firearms, the full legal name of the seller; name of FFL dealer facilitating the transaction and the license number of the FFL dealer. However, based on subsequent visits by staff during the event it was observed that the unlicensed dealer did not participate in the Gun Show.

There have been no complaints received and processed by the Leon County Code Compliance Program or referred to Leon County Sheriff's Office for potential violations of this Ordinance. A Report Log will be maintained of any violation-related incidents for tracking purposes. Staff will continue to conduct inspections at the above venues to observe and report any violations of Chapter 12, Article III, regarding the Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance. As of this date, no litigation has been filed or challenges made following the passage of the Ordinance.

**Options:**

1. Accept the Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance.
2. Do not accept the Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance

ORDINANCE NO. 18-03

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 12, OF THE LEON COUNTY CODE OF LAWS ENTITLED "OFFENSES – MISCELLANEOUS," GENERALLY; ADDING A NEW ARTICLE III TO BE ENTITLED "CRIMINAL HISTORY RECORDS CHECK AND WAITING PERIOD FOR PURCHASE OF FIREARMS"; PROVIDING FOR DEFINITIONS; PROVIDING FOR POSTING OF ORDINANCE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1998, an amendment to the Florida Constitution, Article VIII, Section 5(b), was adopted which gave counties the authority to require a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within the county; and

WHEREAS, the Leon County Board of County Commissioners desire to implement their Constitutional authority to enact an ordinance providing for a criminal history records check and a three day waiting period in connection with the sale of any firearm occurring within the county; and

WHEREAS, this Ordinance is not intended to deprive any person of their Fourth Amendment right against unreasonable searches and seizures; enforcement shall be in accordance and compliance with all local, state, or federal laws.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**SECTION 1.** Chapter 12, of the Code of Laws of Leon County, Florida, is hereby amended by adding a new Article III, entitled, Criminal History Records Check and Waiting Period For Purchase of Firearms, which is to read as follows:

**ARTICLE III. CRIMINAL HISTORY RECORDS CHECK  
AND WAITING PERIOD FOR PURCHASE OF FIREARMS**

Sec. 12-81. – Intent and purpose.

It is the intent of this Ordinance to implement countywide the constitutionally granted authority to ensure that no firearm is sold, offered for sale, transferred or delivered where any part of the transaction is conducted on property to which the public has a right of access unless there is a full three day waiting period and a national criminal history background check of the potential purchaser is conducted. This Ordinance applies to both seller and purchasers of firearms.

Any violation of Article III. Criminal History Records Check and Waiting Period for Purchase of Firearms, presents a serious threat to the public health, safety, or welfare and the violation is considered irreparable or irreversible.

Sec. 12-82. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Antique firearms* means any firearm manufactured in or before 1918 (including any matchlock, flintlock, percussion cap, or similar early type of ignition system) or replica thereof, whether actually manufactured before or after the year 1918, and also any firearm using fixed ammunition manufactured in or before 1918, for which ammunition is no longer manufactured in the United States and is not readily available in the ordinary channels of commercial trade.

*Any part of the transaction* means any part of the sales transaction, including but not limited to, the offer of sale, negotiations, the agreement to sell, the transfer of consideration, or the transfer or delivery of the firearm.

*Business day* means a 24-hour day (beginning at 12:01 a.m.), excluding weekends and legal holidays.

*Buyer* means the person or persons taking delivery of or transferring money or other valuable consideration for a firearm in any sale.

*FDLE* means the Florida Department of Law Enforcement.

*Firearm* means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term "firearm" does not include an antique firearm unless the antique firearm is used in the commission of a crime.

*Handgun* means a firearm capable of being carried and used by one hand, such as a pistol or revolver.

*Licensed dealer* means a dealer licensed under the provisions of Title 27, Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm dealers.

*Licensed importer* means an importer licensed under the provisions of Title 27, Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm importers.

*Licensed manufacturer* means a manufacturer licensed under the provisions of Title 27, Code of Federal Regulations, Part 478, or any successor federal regulations requiring licenses for firearm manufacturers.

*NICS* means the National Instant Criminal Background Check System established pursuant to Title 18, United States Code, Section 922.

*Person* includes, but is not limited to, any individual, corporation, company, association, firm partnership, society, or joint stock company.

1       *Prominently displayed* means standing out so as to be seen easily; conspicuous;  
2 particularly noticeable.

3       *Property to which the public has the right of access* means any property open for public  
4 access and expressly includes, but is not limited to, flea markets, gun shows, and firearms  
5 exhibits.

6       *Sale* means the transfer of money or other valuable consideration for any firearm.

7       *Seller* means the person or persons delivering a firearm in any sale.

8       Sec. 12-83. – Mandatory three day waiting period.

9       There shall be a mandatory three day waiting period, which shall be three full days,  
10 excluding weekends and legal holidays, in connection with the sale of firearms occurring within  
11 the county when the sale involves a transfer of money or other valuable consideration, and any  
12 part of the sale transaction is conducted on property to which the public has the right of access.  
13 An uninterrupted, continuous, and cumulative aggregate of 72 hours must elapse between such  
14 sale and receipt of the firearm, excluding the hours of weekends and legal holidays. A person  
15 who violates the prohibition of this section is guilty of a violation of a county ordinance,  
16 punishable as provided in F.S. § 125.69 (1), as it may be amended, and the violation shall be  
17 prosecuted in the same manner as misdemeanors are prosecuted.

18       Sec. 12-84. – Mandatory criminal records check.

19       (a) No person, whether licensed or unlicensed, shall sell, offer for sale, transfer or  
20 deliver any firearm to another person when any part of the transaction is conducted on property  
21 to which the public has the right of access within Leon County until all procedures specified  
22 under section 790.065, Florida Statutes, have been complied with by a person authorized by that  
23 section to conduct a criminal history check of background information as specified in that  
24 section, and the approval number set forth by that section has been obtained and documented. In  
25 the event section 790.065, Florida Statutes is repealed, no person, whether licensed or  
26 unlicensed, shall sell, offer for sale, transfer or deliver any firearm to another person when any  
27 part of the transaction is conducted on property to which the public has the right of access until  
28 all procedures specified under any other state or federal law which requires a national criminal  
29 history information or national criminal history check on potential buyer or transferee of firearms  
30 have been complied with by any person authorized by law to conduct the required national  
31 criminal history or background records check and any required approval under such state or  
32 federal law or rule has been obtained.

33       (b) In the case of a seller who is not a licensed importer, licensed manufacturer or  
34 licensed dealer:

35               1. Compliance with section 790.065, F.S. or its state or federal successor  
36 shall be achieved by the seller requesting that a licensed importer, licensed manufacturer or  
37 licensed dealer complete all the requirements of section 790.065, F.S. or its state or federal  
38 successor.



2. Licensed importers, manufacturers and dealers may charge a fee of an  
unlicensed seller as established by the FDLE to cover costs associated with completing the  
requirements of section 790.065, F.S.

3. An unlicensed seller must prominently display next to any firearms being  
sold on property to which the public has the right of access the following information:

i. The full legal name of the seller.

ii. The name(s) of the licensed importer, licensed manufacturer, or  
licensed dealer who will be completing the transaction of behalf of  
the seller.

iii. The license number of the licensed importer, licensed manufacturer,  
or licensed dealer who will be completing the transaction of behalf  
of the seller.

(c) Sellers who conduct or cause to be conducted criminal history records checks  
shall maintain records pursuant to Florida Statutes.

#### Sec. 12-85. – Posting of Ordinance.

Any activity or event in which firearms are permitted to be sold or transferred by persons  
other than a licensed importer, licensed manufacturer or licensed dealer when any part of the  
transaction is conducted on property to which the public has the right of access the person  
hosting or putting on such activity or event must prominently display this Ordinance at all  
entrances into the activity or event.

#### Sec. 12-86. – Exemptions.

(a) This division does not apply to the purchaser of firearms by holders of a Florida  
concealed weapons or firearms permit or license issued pursuant to general law. However, this  
exemption shall not relieve such purchasers from compliance with otherwise applicable state or  
federal law requirements.

(b) Sales to a licensed importer, licensed manufacturer or licensed dealer shall not be  
subject to the provisions of this section.

(c) Law enforcement officers, correctional officers or correctional probation officers  
who are purchasing a handgun(s) for official use and who provide the seller with a certification  
on agency letterhead, signed by a person in authority within the agency (other than the officer  
purchasing the handgun) stating that the officer will use the handgun(s) in official duties and that  
a records check reveals that the purchasing officer has no convictions for misdemeanor crimes of  
domestic violence.

1 Sec. 12-87. – Applicability.

2 This ordinance shall be effective in the incorporated as well as unincorporated areas of  
3 the county.

4 Sec. 12-88. – Enforcement.

5 Law enforcement officers and code inspectors shall enforce the provisions of this section  
6 against any person found violating these provisions within their jurisdiction.

7 For the purpose of enforcing the provisions contained herein the violator does not have to  
8 be provided a reasonable time period to correct the violation and may immediately be cited or  
9 issued a notice to appear, as any violation of the provisions contained in this Article presents a  
10 serious threat to the public health, safety, or welfare, and the violation is irreparable or  
11 irreversible.

12 Sec. 12-89. – Penalty.

13 Any violation by any person of any requirement or provision of this Article shall be  
14 prosecuted in the same manner as misdemeanors are prosecuted. Upon conviction, any person  
15 violating any requirement or provision of this section shall be punished by a fine not to exceed  
16 \$500.00 or by imprisonment in the Leon County Detention Center not to exceed 60 days or by  
17 both such fine and imprisonment as provided in F.S. § 125.069, as it may be amended.

18 Secs. 12-90—12-110. - Reserved.

19 **SECTION 2. Conflicts.** All ordinances or parts of ordinances in conflict with the  
20 provisions of this ordinance are hereby repealed to the extent of such conflict.

21  
22 **SECTION 3. Severability.** If any word, phrase, clause, section or portion of this  
23 Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such  
24 portion or words shall be deemed a separate and independent provision and such holding shall  
25 not affect the validity of the remaining portions thereof.

26  
27 **SECTION 4. Effective date.** This Ordinance shall have effect upon becoming law.

28  
29 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon  
30 County, Florida this 10<sup>th</sup> day of April, 2018.

31  
32  
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34  
35 LEON COUNTY, FLORIDA

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37  
38 By  \_\_\_\_\_  
39 Nick Maddox, Chairman  
40 Board of County Commissioners



1 ATTESTED BY:  
2 GWEN MARSHALL,  
3 CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
4 LEON COUNTY, FLORIDA  
5

6  
7 By: 

8  
9  
10 APPROVED AS TO FORM:  
11 COUNTY ATTORNEY'S OFFICE  
12 LEON COUNTY, FLORIDA  
13

14  
15 By: 

16 HERBERT W. A. THIELE, ESQ.  
17 COUNTY ATTORNEY  
18

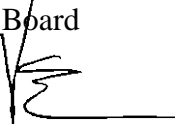
**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Agenda Item #9

October 9, 2018

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

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

**Title:** Modifications to the County's Tourism Grant Programs

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Kerri Post, Director, Division of Tourism Nicki Paden, Management Analyst

### **Statement of Issue:**

This item seeks the Board's approval to award Tourism Signature Event Grants to Springtime Tallahassee in the amount of \$62,600 and Red Hills Horse Trials in the amount of \$75,000. Signature Event Grant awards exceeding \$60,000 require the Board's approval. This item also seeks Board consideration of a FY 2020 budget discussion item to develop a new Tourism grant category for 'Legacy Events' that have a strong performance record for generating room nights and providing a significant economic impact to the community.

### **Fiscal Impact:**

This item has a fiscal impact. Adequate funds are budgeted to fully fund Springtime Tallahassee as recommended by the Tourist Development Council (TDC). A Budget Amendment Request in the amount of \$24,378 is provided from the Tourism Fund Balance to award Red Hills Horse Trials a total of \$75,000. Upon Board direction, as part of the FY 2020 budget process, staff would prepare a budget discussion item for the Board's consideration outlining the guidelines and criteria for the Legacy Event Grants along with the associated funding levels and modifications for all of the Tourism grant programs.

### **Staff Recommendation:**

- Option #1: Approve the Tourist Development Council's recommendation to award Springtime Tallahassee a Signature Event Grant in the amount of \$62,600.
- Option #2: Approve the staff recommendation to award Red Hills Horse Trials a Signature Event Grant in the amount of \$75,000 which requires a Resolution and Budget Amendment Request in the amount of \$24,378 (Attachment #1).
- Option #3: Direct staff to further develop the Legacy Event Grants guidelines, criteria, and associated modifications to the Tourism grant programs to be brought back to the Board as a budget discussion item for the FY 2020 budget process.

## **Report and Discussion**

### **Background:**

This item seeks the Board's approval to award Tourism Signature Event Grants to Springtime Tallahassee in the amount of \$62,600 and Red Hills Horse Trials (RHHT) in the amount of \$75,000. Signature Event Grant awards exceeding \$60,000 require the Board's approval. This item also seeks the Board's approval to develop a new Tourism grant category for 'Legacy Events' to be brought back to the Board for consideration as part of the FY 2020 budget process.

Each year, Leon County Government reinvests Tourist Development Taxes (TDT) generated from transient lodging sales, to promote Leon County as a visitor destination. The Leon County Division of Tourism's budget, as approved by the Board each year, is comprised entirely of TDT revenues and includes funding for grant programs to support events designed to draw visitors to Leon County. The Division of Tourism administers competitive grant programs each year for event funding through three categories: Signature, Special and Sports events. In addition, TDT revenues are annually dedicated to the Council on Culture and Arts (COCA) to administer grant programs to support local cultural arts programs and activities.

The County's Tourism grants support many local organizations with a demonstrated history, or significant potential to draw visitors to the area for an event. The Board most recently modified these competitive grant programs during a Workshop on Tourism and Cultural Grant Funding Efforts on February 7, 2017 to enhance the County's Tourism Grant Programs (Attachment #2). Among the modifications approved by the Board was the creation of the Emerging Signature Events Grant as a subcategory of Signature Events. The Signature Event Grant Program is designed to support larger community events, festivals, and activities that generate a minimum of 1,500 room nights and generate a significant economic impact for hospitality related businesses. The Emerging Signature Event subcategory was designed to identify events generating between 1250 – 1499 room nights which are ripe for growth, in order to provide additional marketing support and financial investment so the events could soon meet the Signature Event-1,500 room night threshold.

The modifications approved at the February 7, 2017 workshop were immediately implemented for the FY 2018 application and funding cycle and also applied to the recently completed FY 2019 application cycle. Signature Event Grant applications are reviewed by a Grants Review Committee comprised of TDC members who provide funding recommendations to the full TDC for approval. Under the Signature Events Grant Program, the TDC is authorized to award grants up to \$60,000. Board approval is required to approve grant awards above \$60,000.

This agenda item seeks the Board's approval for two FY 2019 Signature Event Grants and, as part of the County's efforts to continually evaluate and improve its programs and processes, this item proposes a new Tourism grant category for 'Legacy Events' to be brought back to the Board for consideration as part of the FY 2020 budget process.

The Tourism Grants Program is essential to the following FY2017-FY2021 Strategic Plan Bold Goal:

- Grow the five-year tourism economy to \$5 billion. (BG1)

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- (EC4) Grow our tourism economy, its diversity, competitiveness and economic impact.

### **Analysis:**

Leon County utilizes TDT revenues to offer grant opportunities to local organizations that put on events to attract visitors to the destination and provide programming and activities which enhance the market for both residents and visitors. From cultural activities to athletic competitions, as these events grow in participation and stature, they provide a greater return on investment by generating additional hotel room nights and spending in the community which enhances TDT collections.

For the FY 2019 cycle, the Division of Tourism received 11 Signature/Emerging Event Grant applications. Following the Grants Review Committee's scoring of the applications, the TDC approved 10 of the 11 funding requests for Signature/Emerging Event Grants at its meeting on September 6, 2018. The remaining funding request, by Springtime Tallahassee in the amount of \$70,000, was recommended by the TDC for a \$62,600 Signature Event Grant. The TDC's recommendation requires Board approval as it is above the \$60,000 limit established by the Board (Option #1). For informational purposes, the following table provides the 11 Signature/Emerging Event Grant awards and recommendations by the TDC for FY 2019.

**Table #1: FY 2019 Signature/Emerging Event Grant Awards and Recommendations by the TDC**

<b>Events</b>	<b>Grant Requested</b>	<b>Awarded/ Recommended by TDC</b>
<i>Signature Events</i>		
Springtime Tallahassee	\$70,000	\$62,600 <sup>1</sup>
Red Hills Horse Trials	\$75,000	\$50,622 <sup>2</sup>
Market Days	\$60,000	\$46,000
LeMoyne Chain of Parks Art Festival	\$59,000	\$34,306
Word of South Festival	\$60,000	\$42,778
Doak After Dark (Fall)	\$60,000	\$33,422
Doak After Dark (Spring)	\$60,000	\$30,667
Florida State Invitational Soccer Tournament	\$27,500	\$22,667
<i>Emerging Events</i>		
ASG Presidents' Day Soccer Invitational	\$20,000	\$13,167
Southern Shakespeare	\$59,500	\$25,000
Florida Jazz & Blues Festival	\$60,000	\$28,771
<sup>1</sup> Springtime Tallahassee requires Board approval because it exceeds \$60,000.		
<sup>2</sup> This agenda item presents an analysis and recommendation for the Board to award Red Hills Horse Trials a \$75,000 Signature Event Grant.		

The TDC also spent time discussing the RHHT funding request for \$75,000 and the Grant Review Committee's recommendation to maintain the funding level from the prior year at \$50,622. The RHHT event organizers attended the TDC meeting to provide more details on the competitive landscape, the financial viability of the event at the recommended funding level, and reinforced the need for the full \$75,000 request this year, and going forward, in order to maintain the level of success and notoriety the event has brought the community. International accreditation of equestrian events in Ocala and Wellington, Florida have altered the competitive landscape for RHHT in recent years by seeking the same top equestrian riders and their sponsors, offsetting the costs for some riders, and offering larger purses/prizes.

The TDC acknowledged the long track record, recurring economic impact, and room nights generated each year by RHHT in expressing support for their funding request, but did not wish to modify any of the other grant awards in order to satisfy RHHT's funding request. With all of the FY 2019 Signature/Emerging Event Grant funds allocated, members of the TDC expressed support for RHHT and requested staff to explore potential long-term solutions.

Staff analyzed the Signature Event Grant Program including the grant awards dating back to the FY 2017 funding cycle, one year prior to the implementation of the Emerging Event Grant. The analysis shows the need for a solution that continues to encourage and financially support growing festivals and events without negatively, or unexpectedly, impacting community events that have a longstanding track record of generating significant amounts of overnight visitation.

Staff from County Administration and the Division of Tourism met with RHHT organizers to discuss their grant funding concerns and share the findings from the review of the Signature Event Grant Program. Based on the financial need demonstrated by RHHT, the findings from the analysis of the Signature Event Grant Program, and RHHT's track record of producing more than 3,000 room nights each year with an economic impact of over \$3 million, this agenda item seeks Board approval to award RHHT a Signature Event Grant in the amount of \$75,000. Should the Board wish to approve a \$75,000 grant, a Budget Amendment Request in the amount of \$24,378 from the Tourism Fund Balance is provided should the Board wish to award the full \$75,000 grant to RHHT (Option #2).

#### *Review of Tourism Signature Event Grant Program*

The Division of Tourism budgeted \$390,000 in FY 2019 for Signature Event Grants due to a \$41,000 carry forward and a budget increase of \$50,000 since the implementation of the Emerging Events Grant commencing with the FY 2018 grant cycle. The County received 11 funding requests during the FY 2019 grant cycle totaling \$611,000, two more than requested in the prior year, and 157% of the amount budgeted for this grant program.

The creation of the Emerging Event Grant has led to additional funding requests for the TDC's consideration in competition with community events that have a long-standing track record of producing overnight visitation. In addition, nearly all of the FY 2019 applicants requested more funding than in previous years, citing the reduction and/or elimination of other funding sources such as the State of Florida and the Downtown Community Redevelopment Agency (CRA). It should be noted that the CRA restored large event grant funding in the FY 2019 Downtown CRA budget on September 12, 2018, long after these applications were submitted to the County.



Table #2 shows the 11 Signature/Emerging Event Grants awards and recommendations for FY 2019 compared to the prior two funding cycles. As previously explained, the Emerging Event Grants were implemented as a subcategory of Signature Events in FY 2018 to support select events to reach their growth potential. The shaded cells in Table #2 indicate events which had previously been funded by other Tourism grants but have grown in recent years and subsequently qualified for the Signature/Emerging Event Grant Program. This demonstrates the success of working with event organizers and providing the necessary resources to grow their events.

**Table #2: Tourism Signature Event Grant Awards, FY 2017 – FY 2019, with Emerging Signature Events Commencing in FY 2018.**

Events	FY 2017 Grant Awards	FY 2018 Grant Awards	FY 2019 Grant Awards/ Recommendations	+/- Since FY 2017
<i>Signature Events</i>				
Springtime Tallahassee	\$60,000	\$57,600	\$62,600 <sup>1</sup>	+\$2,600 or +4%
Red Hills Horse Trials	\$60,000	\$50,622	\$50,622 <sup>2</sup>	-\$9,378 or -16%
Market Days	\$50,000	\$44,000	\$46,000	-\$4,000 or -8%
LeMoyne Chain of Parks Art Festival	\$14,500	\$30,000	\$34,306	+\$19,806 or +137%
Word of South Festival	\$45,000	\$42,778	\$42,778	-\$2,222 or -5%
Doak After Dark (Fall)	N/A	\$36,000	\$33,422	N/A
Doak After Dark (Spring)	\$40,000	N/A	\$30,667	-\$9,333 or -23%
Florida State Invitational Soccer Tournament	\$20,000	\$22,167	\$22,667	+\$2,667 or +13%
<i>Emerging Events</i>				
ASG Presidents' Day Soccer Invitational	\$8,000	\$7,500	\$13,167	+\$5,167 or +65%
Southern Shakespeare	\$13,500	\$25,000	\$25,000	+\$11,500 or +85%
Florida Jazz & Blues Festival <sup>3</sup>	\$45,000	2018 Event Canceled	\$28,771	-\$16,229 or -36%
<sup>1</sup> Springtime Tallahassee requires Board approval because it exceeds \$60,000. <sup>2</sup> This agenda item presents an analysis and recommendation for the Board to award Red Hills Horse Trials a \$75,000 Signature Event Grant. <sup>3</sup> The Florida Jazz and Blues Festival was funded through the Signature Event Program in FY 2017 prior to the creation of the Emerging Event Grant. In FY 2018, the Florida Jazz and Blues Festival was awarded \$41,156 but the event was canceled. The funding was carried forward to the FY 2019 grant cycle.				

Examples of these growing events include:

- The Southern Shakespeare Festival was funded by the Special Event Grant until the implementation of the Emerging Event Grant in FY 2018 and generated nearly 800 room nights last year.
- The Florida State Invitational Soccer Tournament sanctioned by the Florida Youth Soccer Association was funded through the Sports Events Grant Program in FY 2017 but met the thresholds for Signature Event funding in FY 2018 and generated over 1,500 room nights last year with an economic impact of nearly \$800,000.
- The LeMoyne Chain of Parks Art Festival has continuously increased hotel room nights in recent years having received funds from the Special Event Grant in FY 2017, the Emerging Event Grant in FY 2018, and the Signature Event Grant in FY 2019. LeMoyne's room nights grew by 48% in FY 2018 totaling 2,250 with an economic impact of more than \$1.3 million.

The success of these growing festivals and sports tournaments present ongoing challenges as the County's financial resources are unlikely to keep pace with the exponential growth of these events, the funding requests by new applicants, or a greater dependence on County grants as other organizations reduce and/or eliminate cultural grant funding. These changing conditions require continuous monitoring and evaluation to best position the County to serve the community.

While an additional \$50,000 was added to the Signature Event Grant budget to accommodate the inclusion of Emerging Signature Events, Table #2 shows that \$66,938 was awarded to Emerging Events for FY 2019, effectively reducing the available funds for established Signature Events as an unintended consequence. Emerging Events were awarded nearly twice that amount in FY 2018, two of which met the thresholds to apply as a Signature Event in FY 2019 (LeMoyne and FSU Invitational Soccer). As shown in Table #2, three of the top five Signature Events (in terms of room nights and economic impact) have been awarded less funding since FY 2017. In the case of RHHT, its funding has been reduced by \$9,378 (16%) since the FY 2017 despite a strong performance record of generating more than 3,000 room nights each year with an economic impact of over \$3 million. Another example of Emerging Events negatively impacting one of the community's largest Signature Events is the 8% reduction to Market Days as shown in Table #2. Market Days generated nearly 4,200 room nights last year and an economic impact of almost \$3.9 million.

The findings from this analysis on the Signature/Emerging Event Grant Program call for a solution that continues to encourage and financially support growing festivals and events without negatively, or unexpectedly, impacting community events that have a long-standing track record of generating significant amounts of overnight visitation. As a result, the next section outlines the parameters for a new Legacy Event Grant for the Board's consideration to address the issues identified herein.

*Creation of a new Legacy Event Grant*

Staff is proposing the creation of a new Tourism grant category for 'Legacy Events' to ensure the continued success of long-standing community events and facilitate their regional and national growth through multiyear funding agreements with the County. Should the Board approve this concept as described herein, a budget discussion item will be brought back to the Board during the FY 2020 budget process to finalize and approve this new grant program so that it can be implemented in time for the FY 2020 grant cycle.

Organizations that hold Legacy Events will have the opportunity to enter into three-year funding agreements with the County, approved by the Board and subject to annual appropriation, thereby ensuring the continuity and reliability of financial support from the County in order to focus on the event. While the funding for Legacy Events would be a designated amount annually, these organizations would no longer have to compete through the annual grant process with much smaller and less established events. They would still be required to provide pre- and post-event documentation to ensure the County's ongoing return on investment.

The criteria to qualify for a Legacy Grant include:

- An event, festival, or tournament that has been taking place in the community for a minimum of five years and can reliably demonstrate generating a minimum of 2,000 room nights for at least three of the last five years.
- An event, festival, or tournament that can reliably demonstrate generating a minimum economic impact of \$1 million annually.
- An event that does not occur during peak visitor periods. Peak visitor periods are generally defined as FSU home football game weekends in the fall semester, FAMU homecoming weekend, FSU or FAMU graduation weekends, and Monday through Thursday during the state legislative session.

At this time, only the three largest visitor events meet this criteria: Springtime Tallahassee, RHHT, and Market Days. It is anticipated and appropriate for the current Signature/Emerging Events to evolve, as some Special Events may advance to Emerging Signature Event status, some Emerging Signature Events will advance to Signature Events, some Signature events may advance to become Legacy Events, and others may attrition naturally in an event's life cycle. Based on their recent and projected turnout, Word of South and the LeMoyne Chain of Parks Art Festival are expected to meet these criteria in the next year or two.

To further develop this concept and balance the needs of the other Tourism grant programs, staff is recommending a preliminary award ceiling of \$100,000 in annual financial support for this new grant but will bring back final recommendations to the Board in a budget discussion item. For the initial round of agreements to commence in FY 2020, staff anticipates the funding levels to be consistent with the FY 2019 funding requests (less than \$100,000) assuming that there are no changes to the event programming or duration. The three-year grant agreements benefit the County because they give staff the opportunity to adjust the remaining Tourism grant budgets each year as needed, knowing that the largest funding requests will not be part of the regular grant cycle competing with smaller events for limited resources.

Should the Board wish to further evaluate this new grant program, staff would bring back the specific guidelines and criteria for the Legacy Event Grants along with the associated funding levels and modifications for all of the Tourism grant programs as a budget discussion item. Should the Board approve any modifications to the Tourism grant programs presented at that time, those changes would be implemented in time for the FY 2020 grant application cycle opening in May of 2019.

**Options:**

1. Approve the Tourist Development Council's recommendation to award Springtime Tallahassee a Signature Event Grant in the amount of \$62,600.
2. Approve the staff recommendation to award Red Hills Horse Trials a Signature Event Grant in the amount of \$75,000 which requires a Resolution and Budget Amendment Request in the amount of \$24,378 (Attachment #1).
3. Direct staff to further develop the Legacy Event Grants guidelines, criteria, and associated modifications to the Tourism grant programs to be brought back to the Board as a budget discussion item for the FY 2020 budget process.
4. Board direction.

**Recommendation:**

Options #1, #2 & #3.

**Attachments:**

1. Budget Amendment Request in the amount of \$24,378 to support Red Hills Horse Trials
2. February 7, 2017 Board Workshop on Tourism and Cultural Grant Funding Efforts

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2018/2019; 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 9<sup>th</sup> day of October, 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 2018/2019 BUDGET AMENDMENT REQUEST

No: BAB19001  
Date: 9/28/2018

Agenda Item No:  
Agenda Item Date: 10/9/2018

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>			
160	000	399900	000	Appropriated Fund Balance	720,000	24,378	744,378
<b>Subtotal:</b>						24,378	

#### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
160	304	58300	552	Other Grants & Aids	615,000	24,378	639,378
<b>Subtotal:</b>						24,378	

### Purpose of Request:

This budget amendment appropriates \$24,378 from the Tourist Development fund balance to award Red Hills Horse Trials a total of \$75,000 in grant funding from the Signature Event Grant allocation.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution



Motion



Administrator

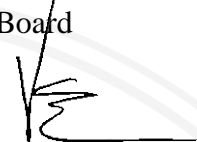


# Leon County Board of County Commissioners

## 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

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	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).

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## **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.



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*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),

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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

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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

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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) <sup>1</sup>	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+ <sup>2</sup>

- 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.*

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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

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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.

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*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,

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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.



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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

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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

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Agenda Item #10

October 9, 2018

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator  
**Title:** FY 2019 Primary Healthcare Program Agreements

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Felisa Barnes, Financial Compliance Manager Tiffany Y. Harris, Healthcare Services Coordinator

### **Statement of Issue:**

This item seeks Board approval of the agreements to provide primary health care services for uninsured and underinsured Leon County residents.

### **Fiscal Impact:**

This item has a fiscal impact. A total of \$1,737,094 has been allocated in the FY 2019 budget which support the agreements authorized in this agenda item.

### **Staff Recommendations:**

Option #1: Approve the FY 2019 Agreements with Bond Community Health Center, Inc., Neighborhood Medical Center, Inc., Apalachee Center, Inc., Capital Medical Society Foundation/We Care Network, at the Florida A&M University College of Pharmacy and Tallahassee Memorial Healthcare, Inc. for the health care program and authorize the County Administrator to execute (Attachments #1, #2, #3, #4, #5 and #6).

## **Report and Discussion**

### **Background:**

This item seeks Board approval of the agreements for the Primary Healthcare Program. The County contracts annually with community-based providers: Bond Community Health Center, Inc. (Bond), Neighborhood Medical Center, Inc. (NMC), Apalachee Center, Inc. (Apalachee), Capital Medical Society Foundation/We Care Network (We Care), and the Florida A&M University College of Pharmacy (FAMU), to provide uninsured and underinsured Leon County residents access to primary, dental, mental health and pharmaceutical services. In addition to the annual contracts, on September 24, 2018, as recommended by staff, the Board approved using \$439,580 of the Primary Health Care Competitive Provider Reimbursement Pool funds as the required local match funds to allow Bond, NMC, and TMH, to access an additional \$778,014 in federal Low Income Pool (LIP) funds.

A portion of the Primary Healthcare Program funds has been pooled to allow three providers, Bond, NMC and Apalachee, shared and equal access to provide primary, dental and mental health services. Under this strategy, known as the competitive provider reimbursement pool, the funds follow the patient and each provider is reimbursed for services rendered at a rate of \$125 for each primary or dental health care visit and \$80 for each mental health visit. The strategy encourages a level playing field for all providers and allows the patient the option to select a provider of their choice. In 2016, as recommend by staff, the Board approved the realignment of \$150,000 from the funds allocated for mental health to serve as the required local match which leveraged an additional \$1.5 million from the State to establish a Central Receiving Facility (CRF). The CRF, housed on the Apalachee campus, began operating in June 2017 and serves as the single point of entry for multiple behavioral health providers. CRF staff conducts initial assessment and triage, as well as provide case management and related services, including jail diversion programs for individuals with mental health or substance abuse disorders.

In addition to the primary, dental and mental health services, the remaining County funds are allocated for specialty care and pharmaceutical services provided through the Capital Medical Society Foundation and the FAMU College of Pharmacy Pharmaceutical Services and Diabetes Partnership. The Capital Medical Society Foundation, also known as We Care, utilizes a network of volunteer specialty physicians to address patient medical and dental services that cannot be addressed by a primary care physician. Specialty physician services include, but are not limited to cardiology, neurology, internal medicine, orthopedic and orthodontic care.

The FAMU Pharmacy Pharmaceutical Services provides coordinated and unified pharmacy services for residents who receive health care through NMC, TMH and Capital Regional Medical Center. The Diabetes Partnership addresses morbidity and mortality of African Americans with Type 2 diabetes. The Diabetes Partnership provides coordinated services through FAMU, Bond, and NMC. FAMU provides these services through the College of Pharmacy and the Center for Health Equity. Bond and NMC refer patients for assessment and assistance in creating a personal health care plan to improve diabetes related clinical outcomes and patient compliance with prescribed treatment plans. Under this agreement, the funding supports staffing costs,

which includes five positions in the pharmaceutical services program and four positions in the Diabetes Partnership.

This item is essential to the following FY 2017-2021 Strategic Initiative that the Board approved:

- Continue County support of primary health care through participation in Carenet in order to increase access to affordable health care for those in need. (2016-34)

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

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

### **Analysis:**

Leon County's Primary Healthcare Program provides primary health care services for uninsured and underinsured Leon County residents.

Table #1 illustrates the alignment of the FY 2019 Competitive Provider Reimbursement Pool funds based on the Board's previous approval to allow a portion to be utilized as match funding. Funding used as a match is still subject to the competitive reimbursement pool requirements. The local healthcare providers must still provide the necessary documentation to the County that ensures that county funding is paying for services to Leon County qualified residents.

<b>Table #1 Competitive Provider Reimbursement Pool for FY 2019</b>			
<b>Health Care Service Area</b>	<b>FY 2019 Allocation</b>	<b>FY 2019 Realignment as Match</b>	<b>FY 2019 Available thru Pool after Match</b>
Primary	\$759,015	\$439,580 <sup>1</sup>	\$319,435
Dental	\$300,000	\$0	\$300,000
Mental	\$264,753	\$150,000 <sup>2</sup>	\$114,753
<b>Total</b>	<b>\$1,323,768</b>	<b>\$589,580</b>	<b>\$734,188</b>
<sup>1.</sup> Represents the sum of Bond, NMC and TMH requests. <sup>2.</sup> Approved in 2016 to establish the Central Receiving Facility			

As a part of the Agreement to secure \$395,410 in LIP funds, TMH, will enter into contract with Bond to provide \$100,000 of the funds received from AHCA as payment for providing primary health services to clients. In prior years, the County has supported a similar approach to meet the required financial commitment needed from Bond, NMC, and TMH to facilitate access to LIP funds.

The number of patient visits and amount reimbursed in each service area by provider from October 1, 2017 through July 31, 2018 is summarized in Table #2. As in prior years, the activities and reimbursements provided for in the last two months of the fiscal year are not yet available.

<b>Table #2: FY 2018 Primary Health Care Competitive Provider Pool Reimbursement Summary (October 1, 2017 – July 31, 2018)</b>								
<b>Provider</b>	<b>Primary Health Care</b>		<b>Mental Health Care</b>		<b>Dental Health Care</b>		<b>Total</b>	
	Visits	Funding	Visits	Funding	Visits	Funding	Visits	Funding
Apalachee	210	\$26,250	1,563	\$125,000 <sup>1</sup>	N/A	N/A	<b>1,773</b>	<b>\$151,250</b>
Bond	1,687	\$63,352	126	\$10,080	1,140	\$142,500	<b>2,953</b>	<b>\$215,932</b>
NMC	4,175	\$396,397	442	\$35,360	1,260	\$157,500	<b>5,877</b>	<b>\$589,257</b>
<b>Total</b>	<b>6,072</b>	<b>\$485,999</b>	<b>2131</b>	<b>\$170,440</b>	<b>2,400</b>	<b>\$300,000</b>	<b>10,603</b>	<b>\$956,439</b>
<sup>1</sup> . Represents payment for patient visits thru 7/31/18. All patients served through the Central Receiving Facility.								

Table #3 reflects the allocation of funds for specialty care and pharmaceutical services. No substantive changes to the FY 2019 Agreements with Capital Medical Society Foundation/We Care Network (We Care) and FAMU's College of Pharmacy Pharmaceutical and Diabetes Partnership Programs (FAMU) are recommended at this time.

<b>Table #3: FY 2019 Specialty Care Funding</b>	
<b>Service Provider</b>	<b>FY 2019</b>
Capital Medical Society Foundation/We Care Network	\$168,826
FAMU Pharmacy Pharmaceutical Services	\$177,500
FAMU Pharmacy Diabetes Partnership	\$67,000
<b>Total Specialty Care Funding</b>	<b>\$413,326</b>

Consistent with the FY 2018 Agreement, We Care will submit invoices not to exceed \$14,069 monthly. Table #4 illustrates the number of patient referrals and the value of the donated specialty care from October 1, 2017 through August 31, 2018. The value of care is determined by the donating physician or service provider and is based on patient diagnosis and treatment plan.

<b>Table #4: Capital Medical Society/We Care (October 2017 - July 2018)</b>	
<b>Specialty Medical Care</b>	
Total Patients Referred	1,052
Total Leon County Patients Referred	640
Value of Donated Specialty Medical Care	<b>\$22,650,369</b>
<b>Specialty Dental Care</b>	
Total Patients Referred	132
Total Leon County Patients Referred	74
Value of Donated Dental Care	\$375,448
<b>Total Value of Specialty Care</b>	<b>\$23,025,817</b>

A summary of the prescriptions filled in FY 2018 and the associated retail value is provided below in Table #5.

<b>Table #5: FAMU Pharmacy (October 2017- July 2018)</b>	
Number of Prescriptions Filled	7,938
Retail value of Prescriptions Filled	\$54,580
Number of Prescription Assistance Program (PAP) Medications Received	174
Retail Value of PAP Medications Received	\$2,906,004

Upon execution of the Agreements, all activities associated with funding provided through the Health Care Program will be monitored to ensure compliance with the terms as outlined in the of the agreements.

**Options:**

1. Approve the Agreements with Bond Community Health Center, Inc., Neighborhood Medical Center, Inc., Apalachee Center, Inc., Capital Medical Society Foundation/We Care Network, the Florida A&M University College of Pharmacy, and Tallahassee Memorial Healthcare, Inc. for the health care program and authorize the County Administrator to execute (Attachments #1, #2, #3, #4, #5 and #6).
2. Do not approve the Agreements with Bond Community Health Center, Inc., Neighborhood Medical Center, Inc., Apalachee Center, Inc., Capital Medical Society Foundation/We Care Network, the Florida A&M University College of Pharmacy and Tallahassee Memorial Healthcare, Inc. for the health care program.
3. Board direction.

**Recommendation:**

Option #1.



Attachments:

1. Bond Community Health Center, Inc. Agreement
2. Neighborhood Medical Center, Inc. Agreement
3. Apalachee Center, Inc. Agreement
4. Capital Medical Society Foundation/We Care Network Agreement
5. Florida A&M University College of Pharmacy Agreement
6. Tallahassee Memorial Healthcare Agreement

## **PRIMARY HEALTHCARE SERVICES AGREEMENT**

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Bond Community Health Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

### **RECITALS**

**WHEREAS**, the County allocated funding from its General Revenue Fund for the provision of primary care, dental care and mental health services to residents of the County; and

**WHEREAS**, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool's Primary Healthcare Category in the amount of \$1,323,768, of which up to \$419,435 may be used for primary care visits, up to \$300,000 may be used for dental care visits, and up to \$114,753 may be used for mental health visits to the Contractor to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

**WHEREAS**, the County authorized and approved the provision of matching funds in the amount stipulated in the Letter of Agreement on behalf of the Contractor to be distributed to the Agency for Health Care Administration (AHCA) to allow the Contractor access to Low Income Pool (LIP) funding; and

**WHEREAS**, the County desires to engage the Contractor to render services, and the Contractor desires to render certain primary, dental and mental health care services to such County residents as specifically described in Attachment I; and

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

### **SECTION 1: TERM**

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2018 and ending on September 30, 2019.

### **SECTION 2: SCOPE OF SERVICES**

The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and incorporated by reference. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

### **SECTION 3: CONTRACT PERFORMANCE**

The Contractor shall perform primary, dental and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary, dental and mental health care standards.

#### SECTION 4: CONTRACT SUM

1. The County shall advance from the Primary Healthcare Competitive Provider Pool to the Florida Agency for Health Care Administration the amount stipulated in the Letter of Agreement, herein presented as Attachment II, on behalf of the Contractor as grant match funds which will leverage an additional \$154,093 in federal funds for the Contractor to provide services.
2. The Contractor must provide proof of expending the total amount of the advanced funds by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits that is required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining in the Primary HealthCare Competitive Pool.
3. Any additional funds the Contractor may receive from Tallahassee Memorial Healthcare, Inc. (TMH) on behalf of the County shall constitute an advance from the Primary Healthcare Competitive Provider Pool.
4. The Contractor must provide proof of expending the total amount of the advanced funds, including any funds advanced on behalf of the County from TMH by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits that is required to exhaust the total funds advanced, prior to seeking payment for services from the funds remaining in the Primary Healthcare Competitive Pool.
5. The Contractor may access only the remaining Primary Care; Dental Care; and Mental Health funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; \$80 per patient visit for Mental Health Care.

#### SECTION 5: PAYMENTS AND PAYMENT DISPUTES RESOLUTION

Payment shall be made and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

1. Prior to submission of the Primary Healthcare monthly invoice, the Contractor shall input all client data, and all client eligibility documentation, including but not limited to, the required fields into the County's HSCP Management System as specified in Attachment I, Section 3b.
2. All Primary Healthcare invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is submitted through the HSCP Management System. The method and amount of compensation to the Contractor for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.

3. Funding provided in this Agreement shall be prioritized so that designed Intergovernmental Transfers (IGT) funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes. The Contractor shall request reimbursement for Primary Care visits once the advance funding provided to ACHA as LIP match funding is exhausted.
4. In the event the Contractor fails to meet the established performance goals for LIP funding, the Contractor agrees to reimburse the County any unspent funds.
5. In the event the Contractor does not expend the total funds advanced, the Contractor shall reimburse the County the remaining funds.
6. The Contractor will not be paid for any services provided to Medicaid eligible clients. Similarity, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
7. The County shall be reimbursed for any payment for services that are not performed according to the terms of this Agreement.

#### SECTION 6: PROGRAM INCOME

In the event the Contractor receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the income. All provisions of this Agreement shall apply to such specified services.

#### SECTION 7: TERMINATION

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.

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.

#### SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to

the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

#### SECTION 9: AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.
3. 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 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. 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.
5. 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.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. 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.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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.
- d. 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.

**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:**

**LEON COUNTY  
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS  
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR  
918 RAILROAD AVENUE  
TALLAHASSEE, FL 32310  
PHONE: 850-606-1900  
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

#### SECTION 10: NOTICES

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 Bond Community Health Center, Inc.:	Bond Community Health Center, Inc. Temple O. Robinson, MD 1720 South Gadsden Street Tallahassee, FL 32301
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Notice to the COUNTY:

Shington Lamy, Director  
Leon County  
Office of Human Services and Community  
Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

#### SECTION 11: CONTRACT MANAGEMENT

1. The Health Services Coordinator 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 Primary Healthcare Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
2. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.
3. For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.
4. The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

#### SECTION 12: MONITORING

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

The County reserves the right to conduct financial and program monitoring of all awards to the Contractor and to perform an audit of all records. An audit by the County may encompass an

examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

#### SECTION 13: REPORTS

The Contractor shall submit a monthly report of Primary Care, Dental Care and Mental Health activity through the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

#### SECTION 14: INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance, where appropriate.

#### SECTION 15: INDEPENDENT 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 sub-contractors under it be considered to be employees of Leon County.

#### SECTION 16: CONSTRUCTION

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

#### SECTION 17: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary



## SECTION 18: ASSIGNMENTS

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

## SECTION 19: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

## SECTION 20: INDEPENDENT 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 sub-contractors under it be considered to be employees of Leon County.

## SECTION 21: 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.

## SECTION 22: 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.

## SECTION 23: 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.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen, indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
  - c. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
  - d. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

#### SECTION 24: 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.

#### SECTION 25: VENUE

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

#### SECTION 26: COMPLIANCE WITH ANTI-DISCRIMINATION

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.

#### SECTION 27: 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.

#### SECTION 28: 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.

#### SECTION 29: 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.

#### SECTION 30: 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.

#### SECTION 31: 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.

#### SECTION 32: DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 14 and disputes related to payments, which shall be addressed and resolved in accordance with Section 5.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
  - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
  - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
  - c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
  - d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
  - e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.
2. Attorneys' Fees and Costs.
  - a. 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.

### SECTION 33: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

**WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

BOND COMMUNITY HEALTH CENTER INC.

BY: \_\_\_\_\_  
Temple O. Robinson, MD  
Chief Executive Officer

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

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

ATTEST:

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

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

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

## **PRIMARY HEALTHCARE SERVICES AGREEMENT**

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Neighborhood Medical Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

### **RECITALS**

**WHEREAS**, the County allocated funding from its General Revenue Fund for the provision of primary care, dental care and mental health services to residents of the County; and

**WHEREAS**, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool's Primary Healthcare Category in the amount of \$1,323,768, of which up to \$419,435 may be used for primary care visits, up to \$300,000 may be used for dental care visits, and up to \$114,753 may be used for mental health visits to the Contractor to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

**WHEREAS**, the County authorized and approved the provision of matching funds in the amount stipulated in the Letter of Agreement on behalf of the Contractor to be distributed to the Agency for Health Care Administration's (AHCA) to allow the Contractor access to Low Income Pool (LIP) funding; and

**WHEREAS**, the County desires to engage the Contractor to render services, and the Contractor desires to render certain primary, dental and mental health care services to such County residents as specifically described in Attachment I; and

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

### **SECTION 1: TERM**

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2018 and ending on September 30, 2019.

### **SECTION 2: SCOPE OF SERVICES**

The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and incorporated by reference. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

### **SECTION 3: CONTRACT PERFORMANCE**

The Contractor shall perform primary, dental and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary, dental and mental health care standards.

#### SECTION 4: CONTRACT SUM

1. The County shall advance from the Primary Healthcare Competitive Provider Pool to the Florida Agency for Health Care Administration the amount stipulated in the Letter of Agreement, herein presented as Attachment II, on behalf of the Contractor as grant match funds which will leverage an additional \$228,511 in federal funds for the Contractor to provide services.
2. The Contractor must provide proof of expending the total amount of the advanced funds by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits that is required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining in the Primary HealthCare Competitive Pool.
3. The Contractor may access only the remaining Primary Care, Dental Care and Mental Health funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; \$80 per patient visit for Mental Health Care.

#### SECTION 5: PAYMENTS AND PAYMENT DISPUTES RESOLUTION

Payment shall be made and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

1. Prior to submission of the Primary Healthcare monthly invoice, the Contractor shall input all client data, and all client eligibility documentation, including but not limited to, the required fields into the County's HSCP Management System as specified in Attachment I, Section 3b.
2. All Primary Healthcare invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is submitted through the HSCP Management System. The method and amount of compensation to the Contractor for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
3. Funding provided in this Agreement shall be prioritized so that designed Intergovernmental Transfers (IGT) funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes. The Contractor shall request reimbursement for Primary Care visits once the advanced funding provided to ACHA as LIP match funding is exhausted.
4. In the event the Contractor fails to meet the established performance goals for LIP funding, the Contractor agrees to reimburse the County any unspent funds.

5. In the event the Contractor does not expend the total funds advanced, the Contractor shall reimburse the County the remaining funds.
6. The Contractor will not be paid for any services provided to Medicaid eligible clients. Similarity, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
7. The County shall be reimbursed for any payment for services that are not performed according to the terms of this Agreement.

#### SECTION 6: PROGRAM INCOME

In the event the Contractor receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the income. All provisions of this Agreement shall apply to such specified services.

#### SECTION 7: TERMINATION

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.

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.

#### SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.



## SECTION 9: AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.
3. 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 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. 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.
5. 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.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. 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.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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.

- d. 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.

**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:**

**LEON COUNTY**

**OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS  
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR  
918 RAILROAD AVENUE  
TALLAHASSEE, FL 32310  
PHONE: 850-606-1900  
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

**SECTION 10: NOTICES**

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 Neighborhood Medical Center:      Neighborhood Medical Center  
Jeanne S. Freeman, CEO  
872 West Orange Avenue  
Tallahassee, FL 32310

Notice to the COUNTY:                              Shington Lamy, Director  
Leon County  
Office of Human Services and Community  
Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

## SECTION 11: CONTRACT MANAGEMENT

1. The Health Services Coordinator 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 Primary Healthcare Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
2. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.
3. For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.
4. The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

## SECTION 12: MONITORING

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

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

## SECTION 13: REPORTS

The Contractor shall submit a monthly report of Primary Care, Dental Care and Mental Health activity through the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services

and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

#### SECTION 14: INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance, where appropriate.

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

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In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary

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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.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen, indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.

3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
  - c. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
  - d. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

#### SECTION 24: 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.

#### SECTION 25: VENUE

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

#### SECTION 26: COMPLIANCE WITH ANTI-DISCRIMINATION

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.

#### SECTION 27: 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.

## SECTION 28: 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.

## SECTION 29: 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.

## SECTION 30: 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.

## SECTION 31: 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.

## SECTION 32: DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 14 and disputes related to payments, which shall be addressed and resolved in accordance with Section 5.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
  - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
  - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.

- c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
- d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
- e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

2. Attorneys' Fees and Costs.

- a. 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.

SECTION 33: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

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**WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

NEIGHBORHOOD MEDICAL CENTER INC.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jeanne Freeman  
Chief Executive Officer

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

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

ATTEST:

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

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

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

## **PRIMARY HEALTHCARE SERVICES AGREEMENT**

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Apalachee Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

### **RECITALS**

**WHEREAS**, the County allocated funding from its General Revenue Fund for the provision of primary care, dental care and mental health services to residents of the County; and

**WHEREAS**, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool's in the amount of \$1,323,768, of which up to \$419,435 may be used for primary care visits to the Contractor to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

**WHEREAS**, the County authorized and approved to provide funds for the Central Receiving Facility up to \$150,000; and

**WHEREAS**, the County desires to engage the Contractor to render services, and the Contractor desires to render certain primary and mental health care services to such County residents as specifically described in Attachment I; and

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

### **SECTION 1: TERM**

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2018 and ending on September 30, 2019.

### **SECTION 2: SCOPE OF SERVICES**

The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and incorporated by reference. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

### **SECTION 3: CONTRACT PERFORMANCE**

The Contractor shall perform primary and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary and mental health care standards.

#### SECTION 4: CONTRACT SUM

The Contractor may access only the remaining Primary Care funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit.

The County shall reimburse the Contractor 1/12 of the allocation for the Central Receiving Facility in the amount of \$12,500 monthly for up to a total of \$150,000.

#### SECTION 5: PAYMENTS AND PAYMENT DISPUTES RESOLUTION

Payment shall be made and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement. Payment conditions shall include the following:

1. Prior to submission of the Primary Care monthly invoice, the Contractor shall input all client data, and all client eligibility documentation, including but not limited to, the required fields into the County's HSCP Management System as specified in Attachment I, Section 3b.
2. All Primary Care invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is submitted through the HSCP Management System. The method and amount of compensation to the Contractor for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
3. Submit monthly invoices requesting 1/12 payment of the total allocation for the Central Receiving Facility in the amount of \$12,500 at the end of each month.
4. The Contractor will not be paid for any services provided to Medicaid eligible clients. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
5. The County shall be reimbursed for any payment for services that are not performed according to the terms of this Agreement.

#### SECTION 6: PROGRAM INCOME

In the event the Contractor receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the income. All provisions of this Agreement shall apply to such specified services.

## SECTION 7: TERMINATION

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.

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.

## SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

## SECTION 9: AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.
3. 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 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. 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.

5. 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.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. 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.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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.
  - d. 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.

**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:**

**LEON COUNTY  
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS  
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR  
918 RAILROAD AVENUE  
TALLAHASSEE, FL 32310  
PHONE: 850-606-1900  
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

#### SECTION 10: NOTICES

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 Apalachee Center, Inc.:	Jay Reeve, PhD Chief Executive Officer Apalachee Center, Inc. 2634-J Capital Circle NE Tallahassee, FL 32302
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Notice to the COUNTY:	Shington Lamy, Director Leon County Office of Human Services and Community Partnerships 918 Railroad Avenue Tallahassee, FL 32310
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#### SECTION 11: CONTRACT MANAGEMENT

1. The Health Services Coordinator 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 Primary Healthcare Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
2. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.
3. For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, an individual or its employee, partner, officer, director,

consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.

4. The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

## SECTION 12: MONITORING

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

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

## SECTION 13: REPORTS

The Contractor shall submit a monthly report of Primary Care Services and Central Receiving Facility activity through the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

## SECTION 14: INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be

served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance, where appropriate.

#### SECTION 15: INDEPENDENT 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 sub-contractors under it be considered to be employees of Leon County.

#### SECTION 16: CONSTRUCTION

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

#### SECTION 17: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary

#### SECTION 18: ASSIGNMENTS

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

#### SECTION 19: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

#### SECTION 20: INDEPENDENT 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 sub-contractors under it be considered to be employees of Leon County.

#### SECTION 21: 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.



## SECTION 22: 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.

## SECTION 23: 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.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
3. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

- c. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or any other authorized state agency consistent herewith.
- d. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

#### SECTION 24: 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.

#### SECTION 25: VENUE

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

#### SECTION 26: COMPLIANCE WITH ANIT-DISCRIMINATION

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.

#### SECTION 27: 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.

#### SECTION 28: 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.

## SECTION 29: 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.

## SECTION 30: 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.

## SECTION 31: 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.

## SECTION 32: DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 14 and disputes related to payments, which shall be addressed and resolved in accordance with Section 5.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
  - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
  - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
  - c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
  - d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
  - e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

2. Attorneys' Fees and Costs.

- a. 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.

SECTION 33: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

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**WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

APALACHEE CENTER INC.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jay Reeve, PhD  
Chief Executive Officer

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

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

ATTEST:

ATTEST:

Virginia Kelly  
Financial Officer

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

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

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

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Capital Medical Society Foundation, hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

### RECITALS

**WHEREAS**, the County has identified the need to further the provision of primary healthcare services to the uninsured citizens of our community; and

**WHEREAS**, the Contractor has organized and coordinated the delivery of donated specialty medical and specialty dental care services through volunteer physicians and dentists, local hospitals and ancillary medical providers to the uninsured citizens of Leon County for a number of years; and

**WHEREAS**, the County has determined that a need for specialty healthcare and specialty dental services for the uninsured in our community exists and services offered by the Contractor will help to improve health outcomes and the quality of life for a person who otherwise may not receive the specialty medical and/or specialty dental care they require; and

**WHEREAS**, the Contractor has agreed to work cooperatively with the County to meet the community's need for specialty healthcare and dental services for the uninsured.

**NOW, THEREFORE**, the Parties agree as follows:

### SECTION 1: CLIENTS TO BE SERVED

The Contractor hereby agrees to serve eligible residents of the County as follows:

1. Eligibility for services under this Agreement shall be limited to those residents of Leon County with net incomes at or below 150% of the most current federal poverty levels, as established by the United States Department of Health and Human Services, who:
  - a. require specialty medical care and/or dental care,
  - b. have no health insurance, and
  - c. are not currently covered under any other state or federal assistance program.Clients referred from primary care are screened for eligibility to receive donated specialty medical care and/or dental care. Clients found ineligible receive short-term case management to find alternate appropriate services.
2. No fees of any kind shall be charged for registered comprehensive primary care clients who are at or below 150% of the most current federal poverty levels.
3. Clients who are not currently receiving Medicaid or Healthy Kids, or are on any other state or federal program, and who appear to meet the income and categorical eligibility requirements of Medicaid or Healthy Kids, should be strongly encouraged to pursue obtaining eligibility for those programs.

4. Clients who are enrolled in Medicaid, Medicare, Healthy Kids, or any other insurance program will not be eligible for services under this Agreement.
5. The Contractor will determine eligibility for enrollment in the We Care Network, a network of volunteer specialty physicians organized to provide charity care to low income, uninsured adults in the community. Eligibility will be determined at least annually. A client will be allowed, however, to request determination of eligibility after submitting verified confirmation of changes to his/her income.

## SECTION 2: SERVICES TO BE PROVIDED

The Contractor shall organize and coordinate delivery of specialty healthcare and dental services.

1. The Contractor agrees to provide to the County the following services:
  - a. Basic diagnostic procedures,
  - b. Drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient,
  - c. Ambulatory care,
  - d. Preventive health services, and
  - e. Continuing case management of the healthcare needs of registered clients.
2. Case managers and program coordinators shall serve as the access point to donated specialty medical and/or dental care for low-income, uninsured adult patients.

The Contractor will follow the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. The Contractor agrees not to use or disclose Protected Health Information other than as permitted to implement and utilize appropriate safeguards to prevent use or disclosure of Protected Health Information as related to the processing of clients medical information.

## SECTION 3: TERM

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2018 and ending on September 30, 2019.

## SECTION 4: STAFFING REQUIREMENTS

1. Staffing  
The Contractor must maintain sufficient staff to deliver the agreed upon services. The Program Coordinator must provide intensive case management to those clients deemed in need of such services. Outreach services shall be coordinated with CareNet agencies. Case managers are responsible for providing care coordination services to eligible clients receiving specialty medical care and dental care through the program.
2. Professional Qualifications  
The Contractor will maintain a personnel file for all staff provided under this Agreement.
  - a. All physicians, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary

care or mental health clients referenced in this Agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

- b. The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.
- c. Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

3. Staffing Separation/Termination

The County must be notified in writing of separation and/ or termination of employment of the Executive Director or any funded position of this Agreement within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

**SECTION 5: PAYMENT**

- 1. County will pay Contractor a rate equal to no more than one twelfth (1/12) of the total contractual amount of One Hundred Sixty-Eight Eight Hundred Twenty-Six Dollars (\$168,826). The contractual amount is based upon the following line items for twelve month period:

**Specialty Medical Services:**

Program Coordinator	\$40,292
Case Manager #1	\$24,792
Case Manager #2	\$22,381
Case Manager #3	\$10,565
Case Management Aide	\$16,986
Operating Expenses (recurring)	\$8,000
Patient Assistance	<u>\$8,000</u>
<b>Total</b>	<b>\$131,016</b>

**Dental Services:**

Case Manager #4	\$28,810
Operating Expenses (recurring)	\$6,000
Patient Assistance	<u>\$3,000</u>
<b>Total</b>	<b>\$37,810</b>

**Total Specialty Medical/Dental Services \$168,826**



2. Payment will be made by the County within 30 days of receipt by the County of a monthly invoice.
3. The Contractor must submit a monthly invoice to the County for review and approval of payment on or within five (5) days after the 30th day of the month. The monthly invoice to be completed and submitted by the Contractor to the County must include client data and eligibility of clients for services. The invoice should be sent to the Contract Manager at following address to:

Leon County  
Office of Human Services and Community Partnerships  
Attention: Tiffany Harris, Healthcare Services Coordinator  
918 Railroad Avenue  
Tallahassee, FL 32310

#### SECTION 6: REPORTS AND SURVEYS

The Contractor must submit the following to the County:

1. A monthly report detailing the number of medical and dental activities during the period to include:
  - a. Total New Patients Referred
  - b. Total New Leon County Patients Referred
  - c. Total New Leon County Patients determined eligible/accepted
  - d. Total Patients received short term case management
  - e. Total Visits to volunteer providers for Leon County Patients. For the purposes of this Agreement “New” Patients means those receiving first-time medical and/or dental services. “Existing” Patients means those receiving medical and/or dental care continued beyond the first encounter and reported beyond the new patient status.
2. An annual report that provides a detailed summary of all expenditures utilizing the funds from this Agreement. The annual report will also comprehensively detail the number of new patients as compared to overall patients served by the Contractor and the types of service performed in the reporting year. The report will also compare the current period to measures from previous years.
3. Perform random Client Satisfaction Surveys each quarter on a sample of a minimum 20 medical and dental clients each quarter. Provide the completed survey forms to the County quarterly.

#### SECTION 7: AUDITS, RECORDS, AND RECORDS RETENTIONS

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.

2. 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.
3. 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 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. 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.
5. 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.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. 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.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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.
  - d. 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.

**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:**

**LEON COUNTY  
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS  
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR  
918 RAILROAD AVENUE  
TALLAHASSEE, FL 32310  
PHONE: 850-606-1900  
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

**SECTION 8: MONITORING**

The Contractor agrees:

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

**SECTION 9: INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

## SECTION 10: TERMINATION

1. The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.
2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

## SECTION 11: NOTICES

All notices provided 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 the Capital Medical Society Foundation: Pam Irwin, Executive Director  
Capital Medical Society Foundation  
1204 Miccosukee Road  
Tallahassee, FL 32308

Notice to the COUNTY: Shington Lamy, Director  
Leon County  
Office of Human Services and  
Community Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

## SECTION 12: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

## SECTION 13: CONSTRUCTION

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

#### SECTION 14: BUDGET

The performance of Leon County of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

#### SECTION 15: INDEPENDENT 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 sub-contractors under it be considered to be employees of Leon County.

#### SECTION 16: ASSIGNMENTS

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

#### SECTION 17: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

#### SECTION 18: COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

#### SECTION 19: INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance as specified in Attachment I where appropriate.

**WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

CAPITAL MEDICAL SOCIETY FOUNDATION

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_

Pam Irwin  
Executive Director

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

BY: \_\_\_\_\_

Vincent S. Long  
County Administrator

Attest:

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

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

Herbert W. A. Thiele, Esq.  
County Attorney

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Florida Agricultural and Mechanical University acting for and on behalf of the FAMU Board of Trustees, a public corporation of the State of Florida, hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

### RECITALS

**WHEREAS**, the Contractor and County share a common mission to provide the highest quality of pharmaceutical services and care to its patient; and

The objective **WHEREAS**, the Contractor has expanded its pharmaceutical services and unified all pharmaceutical operations for all uninsured Leon County residents at the 872 W. Orange Avenue and 438 W. Brevard Street sites; and

**WHEREAS**, the County has determined that there is a need for unified pharmaceutical care for the uninsured in the community; and

**WHEREAS**, the County has found it in the best interest of Leon County to dedicate funding for unified pharmaceutical care and operations for pharmaceutical services for the uninsured; and

**WHEREAS**, the Contractor has agreed to work cooperatively with the County to meet that additional community need for unified pharmaceutical services for the uninsured.

**NOW, THEREFORE**, the Parties agree as follows:

### SECTION 1: TERM

The length of this Agreement shall be for a term of twelve (12) months beginning on October 1, 2018 and ending on September 30, 2019.

### SECTION 2: PLAN OF OPERATIONS

The objective of the Unified Pharmaceutical Plan is to operate several community pharmacies to provide pharmaceutical services for Leon County's uninsured. Under the administration of the Contractor, the Unified Pharmaceutical Plan will be as follows:

1. The FAMU Health Department Pharmacy located at the 872 W. Orange Avenue will serve all patients of the health center. Hours of operation are Monday through Friday, 8:00am - 1:00pm and 2pm - 5pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.
2. The FAMU Health Department Pharmacy located at the Neighborhood Medical Center (NMC) at 438 W. Brevard Street will provide the administrative and operational duties of the pharmacy. Administrative services will include staffing, formulary management, etc.

Hours of operation will be Monday through Friday 8am – 1:00pm and 2pm – 5pm. Any hours of operation outside of these hours will be provided at the health center's expense.

3. All pharmacy locations will be electronically linked with secure technology to access the pharmacy software program, a database located on a central server currently housed at 872 W. Orange Avenue site. The software program is used by both pharmacy sites: 872 W. Orange Avenue and 438 W. Brevard Street. The network will be compliant with all HIPAA regulations.
4. The Contractor will manage the day-to-day operations of each pharmacy location and provide professional consultation in the development of overall pharmacy management, clinical services, and program evaluation. The Contractor will provide the expertise to ensure proper Florida licensing for pharmacy practice, adherence to all Florida Statutes governing the profession of pharmacy and development of clinical pharmacy programs.

### SECTION 3: SCOPE OF SERVICES

The Contractor will provide unified pharmaceutical services to all uninsured patients of Leon County as follows:

1. Coordinate and unify pharmacy services for indigent patients at the Richardson-Lewis Health Center, Neighborhood Medical Center, and the two local hospitals.
2. Development of policies and procedures for pharmaceutical services from each primary care site.
3. Development of a community wide generic formulary for distribution to health care providers of the uninsured.
4. Coordinate Patient Assistance Programs (PAP) for uninsured residents of Leon County at Neighborhood Medical Center and Richardson-Lewis Health Center.
5. Fill/dispense prescriptions and OTC medications.
6. Provide counseling services including Drug Utilization Review interventions and patient drug monitoring.
7. Provide patient education seminars for specific disease state management to better control patient medical conditions.
8. Track medications dispensed for Leon County patients.
9. Generate reports requested by the County for facilitation and accountability of pharmaceutical services in Leon County.
10. Conduct outcomes research and utilization studies to assess therapeutic outcomes.
11. Implement the Diabetes Education and Empowerment Program (DEEP) to reduce hospitalizations and delay development of serious morbidity and mortality of uninsured patients with diabetes.

All revenues generated by the unified pharmaceutical program through the provision of services listed above will be placed back into the Unified program for the purchase of medications,



equipment, supplies, or any other expenditures deemed necessary by the College of Pharmacy and approved in writing by Leon County.

#### SECTION 4: PAYMENT

1. Payment shall be made by the County at a monthly rate equal to no more than one twelfth (1/12) of the total contractual amount in the amount of \$20,375 for a total of \$244,500. The contractual amount is based upon the following line items (for twelve months):

<b>Pharmaceutical Care Services</b>	
<b>Richardson-Lewis Health Center Site 872 W. Orange Avenue</b>	
Pharmacy Software	\$2,929
<b>Richardson-Lewis Site Total</b>	<b>\$2,929</b>
<b>Neighborhood Medical Center (NMC) Site 438 W. Brevard Street</b>	
1.0 FTE RX Manager	\$80,000
Rx Fringe Benefits	\$23,200
1.0 FTE Pharmacy Technician	\$27,000
1.0 FTE Pharmacy Technician	\$32,000
MedData Services	\$3,300
Pharmacy Software	\$2,929
Equipment and Supplies (Both Sites)	\$6,142
<b>Neighborhood Medical Site Total</b>	<b>\$174,571</b>
<b>Diabetes Education and Empowerment Program Total</b>	<b>\$67,000</b>
<b>AGREEMENT TOTAL</b>	<b>\$244,500</b>

2. No payments shall be made if there are no staff members hired by the Contractor or County authorized Subcontractor to perform the duties identified in Section 3 of this Agreement. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 5 of this Agreement, are not attached to the monthly invoice appropriately.
3. Contractor must complete and submit a monthly invoice to the County contract manager on or before the 30<sup>th</sup> day of the month at the following address:

Leon County  
Office of Human Services and Community Partnerships  
Attention: Tiffany Harris, Healthcare Services Coordinator  
918 Railroad Avenue  
Tallahassee, Florida 32310

4. The payment shall be made by the County within 30 days of receipt and approval of a monthly invoice.

## SECTION 5: REPORTS

1. The Contractor must submit required data for each site as designated in the monthly and quarterly invoice. This data shall at a minimum contain the following information:
  - a. Total number of prescriptions filled per month
  - b. Number of prescriptions filled for Leon County residents
  - c. Retail value of prescriptions filled per month for Leon County residents
  - d. Monthly number of Patient Assistance Program medications received by Leon County residents
  - e. Retail Value of Patient Assistance Program medications received by Leon County residents
2. The Contractor must submit a Quarterly Progress Report that is to include the total number of prescriptions filled, the number of patient assistance medications received and the retail value of the medications, performance/clinical outcomes, and a summary of expenditures for medications and salary expenses, respectively, as documented during the respective quarter.
3. The Contractor must submit a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, and progress toward program goals. The Quarterly Progress Report is to be submitted with the invoices for the months of March, June and September. The Report must be attached to the respective monthly invoice in order for the County to proceed with invoice processing and payment, unless otherwise specified by the Board.
4. Annually, the Contractor will submit a final report that provides a detailed summary of all expenditures made utilizing the funds from this Agreement. This annual report will also comprehensively detail the amount of new patients as compared to overall patients served by the provider and the types of service performed during the reporting year. The report will also compare the current period against measures from previous years.

## SECTION 6: AUDITS, RECORDS, AND RECORDS RETENTIONS

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
2. 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.

3. 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 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. 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.
5. 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.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. 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.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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.
  - d. 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.

**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:**

**LEON COUNTY  
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS  
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR  
918 RAILROAD AVENUE  
TALLAHASSEE, FL 32310  
PHONE: 850-606-1900  
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

#### SECTION 7: MONITORING

The Contractor agrees:

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

#### SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

#### SECTION 9: STAFFING CHANGES

The County must be notified in writing of separation and/ or termination of employment of the Executive Director or any funded position of this Agreement within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position

must be provided to the County in writing within 10 days of hiring.

#### SECTION 10: TERMINATION

1. The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.
2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

#### SECTION 11: NOTICES

All notices provided 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 the UNIVERSITY:

Seth Y. Ablordeppey, PhD  
Interim Dean  
Florida A&M University  
College of Pharmacy and Pharmaceutical  
Sciences  
Tallahassee, Florida 32307

Notice to the COUNTY:

Shington Lamy, Director  
Leon County  
Office of Human Services and  
Community Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

#### SECTION 12: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

### SECTION 13: CONSTRUCTION

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

### SECTION 14: BUDGET

The performance of Leon County of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

### SECTION 15: INDEPENDENT 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 sub-contractors under it be considered to be employees of Leon County.

### SECTION 16: ASSIGNMENTS

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

### SECTION 17: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

### SECTION 18: COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

### SECTION 19: INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance

necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance as specified in Attachment I where appropriate.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

**WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

FLORIDA AGRICULTURAL AND  
MECHANICAL UNIVERSITY

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Marcella David  
Provost, Florida A&M University

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

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

ATTEST:

Seth Y. Ablordeppey, PhD  
Interim Dean, College of Pharmacy  
and Pharmaceutical Sciences

ATTEST:

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

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:  
Jim Jacoby  
Risk Management and Insurance

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

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

Approved as to form, but legality subject to  
execution by all parties:  
Office of the General Counsel

BY: \_\_\_\_\_  
David C. Self, II  
Associate General Counsel



## **AGREEMENT**

THIS AGREEMENT is made and entered into on the 1st day of October, 2018, by and between Leon County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and Tallahassee Memorial Healthcare, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "TMH").

**WHEREAS**, TMH operates a hospital licensed under Chapter 395, Florida Statutes; and

**WHEREAS**, TMH, in conjunction with the County, believes it is desirable to provide health care services to the Medicaid, uninsured, and underinsured residents of the County; and

**WHEREAS**, Senate Bill 2000, the General Appropriations Act of the State of Florida for Fiscal Year 2018-2019, establishes primary care services as an eligible category for participation in the Low Income Pool (LIP) Enhanced Primary Care Grant (hereinafter referred to as the "LIP Grant"), as administered for the State of Florida, Agency for Health Care Administration ("AHCA"); and

**WHEREAS**, TMH has instituted and operated the Enhanced Access to Primary Care Project (hereinafter referred to as the "Project"), funded by the LIP Grant for primary care services for the Medicaid, uninsured, and underinsured residents of the County; and

**WHEREAS**, TMH will partner with Bond Community Health Center, Inc. (hereinafter referred to as "Bond") to provide primary care support services in the community, in the furtherance of the Project; and

**NOW THEREFORE**, be it resolved that it is in the best interest of TMH and the County to enter into this Agreement for the provision of primary care to the Medicaid,

uninsured, and underinsured residents of Leon County with LIP Grant funds. In consideration of the mutual promises and covenants herein contained, and the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. TERM:**

The term of this Agreement shall commence on October 1, 2018, and terminate on September 30, 2019.

**2. COUNTY OBLIGATIONS:**

The County authorizes \$100,000 (reallocation of \$100,000 designated for primary health care) of health care funding as matching funds for the LIP Grant, which requires local government matching funds. The match would provide a total of \$395,410 to TMH for the provision of health care services for the Medicaid, uninsured, and underinsured residents of the County. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

**3. TMH OBLIGATIONS:**

- A. TMH through the Project will provide primary care services as outlined in the LIP Grant to the Medicaid, uninsured, and underinsured residents of the county, funds in this agreement shall be used for no other purpose.
- B. TMH will pay \$100,000.00 to Bond, the sole use for which shall be to fund the provision of primary care services to the Medicaid, uninsured, and underinsured residents of the county as authorized by the LIP Grant and which shall be used for no other purpose.
- C. TMH will ensure that designated funding shall first be used to fund the

Medicaid program (including LIP) and used secondarily for other purposes.

- D. TMH will ensure that funding provided to Bond is utilized in compliance with all provisions of the LIP Grant.
- E. TMH is required to comply with all provisions of the LIP Grant.
- F. TMH will provide a copy of its final grant report to the County.

**4. CONTINGENCY:**

This Agreement and the obligations set forth herein are contingent upon all required local, state and federal approval of this Agreement and the Florida Title XIX Inpatient Hospital Reimbursement Plan, Version XX and fulfillment of the State's obligations under the General Appropriations Act of 2018-19. This Agreement is also contingent upon the receipt, in full, by the TMH of all funds to be delivered to the TMH hereunder.

**5. INDEMNIFICATION:**

TMH shall indemnify, hold harmless, and defend the Count, its officials, officers, agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, reckless, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by TMH, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation

payable to the County on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the County or any of its officials, officers, agents or employees by any employee of TMH, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for TMH or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The County may, at its sole option, defend itself or require TMH to provide the defense. TMH acknowledges that the sum of ten dollars (\$10.00) of the amount paid to TMH constitutes sufficient consideration for the indemnification of the County, its officials, officers, agents and employees. The provisions of this Section shall survive the expiration or termination of this Agreement.

**5. MISCELLANEOUS:**

- A. ASSIGNMENT: The parties shall not assign any portion of this Agreement without first obtaining the written consent of the non-assigning party. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, shall not convey any rights to the assignee.
- B. ENTIRE AND COMPLETE AGREEMENT: This Agreement constitutes the entire and complete Agreement of the parties with respect to the obligations required hereunder. This Agreement, unless provided hereunto the contrary,

may be modified only by written agreement duly executed by the parties with the same formality as this Agreement.

- C. APPLICABLE LAW: The law of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement.
- D. VENUE: Venue for all actions at law or in equity shall lie in Leon County, Florida.
- E. SEVERABILITY: In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determination, implement and give effect to the intentions of the parties, as reflected herein, and the other provisions of this Agreement shall, as amended, modified, supplemented, or otherwise affected by such actions, remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

**WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

TALLAHASSEE MEMORIAL HEALTHCARE, INC.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
G. Mark O'Bryant  
President/CEO

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

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

ATTEST:

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

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

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

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Agenda Item #11

October 9, 2018

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

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

**Title:** Agreement with Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Felisa Barnes, Financial Compliance Manager Tiffany Y. Harris, Healthcare Services Coordinator

### **Statement of Issue:**

This item seeks Board approval to renew the agreement with Apalachee Center, Inc. for the provision of state-mandated Baker Act and Marchman Act services for FY 2019.

### **Fiscal Impact:**

This item has a fiscal impact. Funding for the Agreement with Apalachee Center in the amount of \$638,156, is included in the FY 2019 Budget. In addition, on September 24, 2018, the Board approved the allocation of a portion of the Baker Act and Marchman Act funding (\$258,362) as the required local match to allow Apalachee access to an additional \$660,000 in Federal Local Income Pool (LIP) funding.

### **Staff Recommendation:**

Option #1: Approve the renewal of the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act state-mandated services for FY 2019 (Attachment #1), and authorize the County Administrator to execute.



## **Report and Discussion**

### **Background:**

Leon County contracts annually with Apalachee Center, Inc. (Apalachee) for the provision of mental healthcare services for residents who meet the Baker Act and Marchman Act criteria. The Florida Mental Health Act, also known as the Baker Act under Florida Statutes Chapter 394, provides an individual with emergency services and temporary detention for mental health evaluation and treatment, either on a voluntary or involuntary basis. The Hal S. Marchman Alcohol and Other Drug Services Act of 1993, also known as the Marchman Act under Florida Statutes Chapter 397, provides for the involuntary or voluntary assessment and stabilization of a person allegedly abusing drugs, alcohol, or other substances and the treatment of substance abuse.

Florida Statutes 394.76 requires a 25% local match for state funds expended for mental health, alcohol and substance abuse services (Attachment #2). The Department of Children and Families (DCF) is responsible for administering state funds allocated to support local mental health programs and services. DCF has identified Apalachee as the District's public receiving facility for individuals experiencing a mental health and/or substance abuse crisis. The District includes the counties of Leon, Gadsden, Wakulla, Jefferson, Franklin, Liberty, Madison and Taylor. Each county contracts with Apalachee, annually, to pay the state-mandated costs.

On September 24, 2018, staff recommended and the Board approved a letter of agreement with the Florida Agency for Health Care Administration (AHCA) to provide \$258,362 as the required match funding to allow Apalachee access to \$660,000 in federal LIP funds. ACHA has authorized the use of a portion of the Baker Marchman state-mandate mental health funds as the match required to access the LIP funds.

### **Analysis:**

As previously stated, Leon County is required to provide a funding match of 25% to the state designated mental health, alcohol and substance abuse service provider. Leon County allocates \$638,156 annually to Apalachee for these services.

In compliance with the annual Agreement, Apalachee's FY 2018 report identifies the number of resident screenings provided by the Central Receiving Facility; the number of resident admissions to inpatient units; the age, race and gender of the admissions to inpatient units and also provides the total number of non-admissions and reason for non-admission of those who were screened (Attachment # 3).

The Agency for Health Care Administration (AHCA) has proposed using FY 2019 LIP funding for behavioral health services contingent upon the approval of the U.S. Center for Medicare and Medicaid Services. At the September 24, 2018 meeting, the Board approved Apalachee's request for a letter of agreement to provide \$258,362 as the required local match to allow

Title: Agreement with Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services

October 9, 2018

Page 3

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Apalachee access to \$660,000 in FY 2019 federal LIP funds (Attachment #1). AHCA has authorized the use of a portion of the Baker Marchman funds as the required match.

If AHCA's proposal is approved by the U.S. Center for Medicare and Medicaid Services, Apalachee would not be eligible to access the remaining balance of the Baker and Marchman funding (\$379,794) until all funds advanced as the required match have been expended. As in previous years, the funding will be provided to Apalachee proportionately on a monthly basis upon receipt of the required documentation.

**Options:**

1. Approve the renewal of the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act state-mandated services for FY 2019 (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the renewal of the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act services for FY 2019.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. FY 2019 Contract between Leon County and Apalachee Center, Inc. for Baker Act and Marchman Act services
2. Memorandum from the County Attorney's Office
3. Apalachee Center, Inc. FY 2018 Report for the First Three Quarters

## **AGREEMENT**

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as (the "County") and Apalachee Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

### **RECITALS**

**WHEREAS**, the Contractor, for more than 40 years, has contracted with the Department of Children and Families for the provision of mental health services under Chapter 394, Florida Statutes; and

**WHEREAS**, Section 394.76, Florida Statutes, requires state funds expended for mental health, alcohol and drug abuse services, to be subject to local participation on a 75-to-25 ratio; and

**WHEREAS**, the local governing body is required to provide a portion of the 25 percent local match proportional to its overall total population to be added to other available local matching funds; and

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

**WHEREAS**, the County further authorized and approved the provision of a portion of the matching funds in the amount stipulated in the Letter of Agreement to be distributed to the Agency for Health Care Administration (AHCA) on behalf of the Contractor to allow the Contractor access to Low Income Pool (LIP) funding should AHCA receive authorization to utilize LIP funding for behavioral health from the U.S. Center for Medicare and Medicaid Services; and

**WHEREAS**, the County desires to continue its long and harmonious relationship with the Contractor and provide the local participation required.

**NOW, THEREFORE**, the Parties agree as follows:

### **SECTION 1: TERM**

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2018 and ending on September 30, 2019.

### **SECTION 2: CONTRACT SUM**

The sum of the contract is Six Hundred Thirty-Eight Thousand One Hundred Fifty-Six Dollars and Zero cents (\$638,156.00).

### SECTION 3: PAYMENT

1. Should AHCA receive authorization to utilize LIP funding for behavioral health, the County shall advance from the Baker and Marchman funds to AHCA in the amount stipulated in the Letter of Agreement, herein provided as Exhibit A, on behalf of the Contractor as grant match funds that will be used to leverage an additional \$660,000 in federal funds for the Contractor to provide services.
2. The Contractor must provide proof of expending the total amount of the advanced funds by performing the services as required in accordance with Section 394.76, Florida Statutes at a rate or for a period of time that represents the equivalency rate or period required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining for Baker and Marchman Act services. The remaining balance of the match funds shall be paid in successive monthly installments.
3. Payment will be made by the County within 30 days of receipt of a monthly invoice once the total amount of advanced funds have been exhausted.
4. The Contractor agrees to seek additional funding from other local government bodies in accordance with Florida Law.
5. The expenditure of matching funds provided by the County to the Contractor shall be audited annually either in conjunction with an audit of other expenditures or by a separate audit. Such annual audits must be provided to the County within thirty (30) days of the completion for examination.

### SECTION 4: REPORTS

The Contractor must submit the following to the County:

1. Monthly reports shall be submitted by the Contractor for the term of this Agreement and will include the following de-identified information for the Crisis Stabilization Unit (Baker Act) and Detoxification Unit (Marchman Act):
  - a. Leon County Patient bed days
  - b. District total patient bed days
  - c. Leon County Utilization rate
2. A quarterly report detailing the following demographic data and the number of clients activities during the period for Leon County and for the District:
  - a. Total Number of Patient Bed Days - Crisis Stabilization Unit
  - b. Total Number of Patient Bed Days - Detoxification Unit
  - c. Total Number of Admissions to Path, Detoxification and Eastside Psychiatric Hospital units
  - d. Number of Residents Transferred Between Inpatient Units
  - e. The Number of Admission Screenings
  - f. Reasons Residents Were Not Admitted
  - g. Total Number of Unique (Unduplicated) Residents Served By

- i. Age
- ii. Race
- iii. Gender

- 3. An annual report summarizing the information provided in the quarterly reports.

#### SECTION 5: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

#### SECTION 6: NOTICES

All notices provided 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 Apalachee Center, Inc.:

Jay Reeve, PhD  
Chief Executive Officer  
Apalachee Center, Inc.  
2634-J Capital Circle NE  
Tallahassee, FL 32302

Notice to the COUNTY:

Shington Lamy, Director  
Leon County  
Office of Human Services and Community  
Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

#### SECTION 7: AUDITS, RECORDS, AND RECORDS RETENTIONS

The Contractor agrees:

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
- 2. 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.

3. 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 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. 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.
5. 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.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. 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.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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.
  - d. 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.

- e. **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:**

**LEON COUNTY  
OFFICE OF HUMAN SERVICES AND COMMUNITY  
PARTNERSHIPS  
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES  
COORDINATOR  
918 RAILROAD AVENUE  
TALLAHASSEE, FL 32310  
PHONE: 850-606-1900  
EMAIL: HARRISTI@LEONCOUNTYFL.GOV**

#### SECTION 8: REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

#### SECTION 9: CONSTRUCTION

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

#### SECTION 10: BUDGET

The performance of Leon County of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year.

#### SECTION 11: INDEPENDENT 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 sub-contractors under it be considered to be employees of Leon County.

#### SECTION 12: ASSIGNMENTS

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

#### SECTION 13: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

#### SECTION 14: COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

#### SECTION 15: INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance, where appropriate.

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**WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

APALACHEE CENTER INC.

BY: \_\_\_\_\_  
Reeve, PhD  
Chief Executive Officer

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

ATTEST:

Virginia Kelly  
Financial Officer

BY: \_\_\_\_\_

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_ Jay  
Vincent S. Long  
County Administrator

ATTEST:

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

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

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

# BOARD OF COUNTY COMMISSIONERS

## INTER-OFFICE MEMORANDUM

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

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

DATE: September 27, 2013

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

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

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

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

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

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

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

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

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

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

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

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

PTK/plp

**Apalachee Center Inc.  
FY 2017/2018**

The FY 17/18 Agreement between Leon County and Apalachee Center Inc. (Apalachee) requires Apalachee to submit a report to include demographic data and the number of clients served; clients denied admission and reason for denial and referral information. The report is provided below:

Table 1 shows FY 17/18 inpatient screening and admission data reported by Apalachee for Leon County residents during the period October 1, 2017 – June 30, 2018.

<b>TABLE 1 - FY 2018 Screening and Admission of Leon County Residents</b> (10/1/17 -6/30/18)	
<b>Total Leon County Residents Screened</b>	<b>2,668</b>
Admitted to PATH – Publicly Funded Baker Act Unit	802
Admitted to Detox – Publicly Funded Marchman Act Unit	437
Admitted to EPH – Private Facility, Not Publicly Funded	510
<b>Total Inpatient Unit Admissions</b>	<b>1,749</b>
<small>*Includes 293 transferred admissions between units</small>	

Of the 2,668 Leon County residents screened, 1,212 were not admitted. Table 2 provides the reasons screened patients were not admitted.

<b>TABLE 2 - Reasons Not Admitted</b>	
Did Not Meet Criteria	245
Referred to Life Management / Bay Behavioral	82
Did Not Need Inpatient Services or Declined Services	31
Referred to Medical Facility	351
Other	503
<b>Total County Residents Not Admitted</b>	<b>1,212</b>

Patients that “Did Not Meet Criteria” were assessed in the Admission department and did not need inpatient level of care. These patients included the following:

- Not at risk for self-harm
- No harm to others
- Did not have a mental illness
- Did not need detox services

Apalachee reports that clients who did not need inpatient services or declined services were given referrals and/or appointments to programs such as its outpatient programs, FSU Counseling Center, Alcoholics Anonymous, Narcotics Anonymous, Disc Village, primary care physicians, private practitioners, assisted living facilities, the Shelter/Kearney Center, and VA outpatient programs.

Patients that requested referrals to another psychiatric facility/provider or were brought to Apalachee from the jail for assessment only, comprise the “Other” category.

Table 3 represents the bed-days utilization in the region and specifically by Leon County residents for the past five years. Leon County's 2018 data represents the dates of October 1, 2017 through June 30, 2018. The eight counties in the region are Leon, Gadsden, Liberty, Franklin, Madison, Jefferson, Taylor and Wakulla.

<b>TABLE 3 - Bed-Days Utilization for Baker Act &amp; Marchman Act</b>			
<b>Fiscal Year</b>	<b>Total Bed Days for Eight Counties in the Region</b>	<b>Leon County Bed Days Utilized</b>	<b>% of Leon County Bed Days Utilized</b>
2018 (10/1/17-6/30/18)	7,251	4,880	67.3%
2017	6,440	4,022	62.5%
2016	6,195	4,034	65.1%
2015	9,245	6,064	65.5%
2014	8,573	5,337	62.3%

At Apalachee there are 28 Baker Act beds and 14 Marchman Act beds. Apalachee's annual bed-day capacity is 10,220 for the Baker Act and 5,110 for Marchman Act. Patient bed days vary depending on the treatment and the need for the patient to be admitted to the facility. Utilization is based on the population of each county's usage of patient bed days. Over the past five years Leon County residents have accounted for an average of 64% of the Baker and Marchman bed-days utilization in the region. For the first three quarters of FY2018, Leon County as accounted for an average of 67.3% bed utilization rate with 4,880 bed days.

The slight increase in patient screenings and bed-days utilization in the region and by Leon County residents for FY 18, October 1, 2017 through June 30, 2018 was due to the fact that more Leon County patients were required to stay at the Apalachee facility for treatment. The bed-days utilization will always vary depending on the treatment and the need for patients to stay at the facility. It is important to note that the Baker Act and Marchman Act funding provided by Leon County is a fixed cost and not based on bed-days utilization.

**Leon County  
Board of County Commissioners**

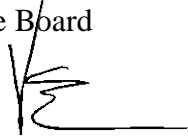
**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Agenda Item #12

October 9, 2018

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

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

**Title:** Full Board Appointments to the Council on Culture and Arts and the Joint School Coordinating Committee

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Mary Smach, Agenda Coordinator

### **Statement of Issue:**

This agenda item seeks the Board's approval to appoint one citizen to the Council on Culture and Arts and one citizen to the Joint School Coordinating Committee.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: The full Board to consider the reappointment of one citizen, Claudia Davant, to the Council on Culture and Arts for a four-year term ending September 30, 2022.
- Option #2: The full Board to consider the appointment of one citizen to the Joint School Coordinating Committee for a four-year term ending September 30, 2022. The eligible applicants are Louis Dilbert and Mary Young.

## Report and Discussion

### **Background:**

Pursuant to Policy No. 03-15, "Board-Appointed Citizen Committees", a general business agenda item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Council on Culture & Arts (COCA)**

**Purpose:** The responsibility of COCA is to stimulate greater awareness and appreciation of the importance of the arts; encourage and facilitate greater and more efficient use of governmental and private resources for the development and support of the arts; promote the development of resident artists, art institutions, community organizations sponsoring art activities and audiences.

**Composition:** COCA is comprised of 17 members as follows: eight (8) citizens appointed by the Board, seven (7) citizens appointed by the City Commission, one (1) County Commissioner and one (1) City Commissioner. Currently, Commissioner Lindley serves as the Board member on COCA. The County makes one citizen appointment representing each of the following categories: Business/Economic Development, Heritage/History, Marketing/Finance, Practicing Artist, Tourism, and Volunteer, and two (2) at-large appointments.

Members are appointed for a four-year term expiring on September 30 and no Council member may serve more than two full terms per Statute 265.32. All members must be qualified electors residing in the County. In filling a vacancy, the replacement Council member shall be selected from a list of three candidates submitted by the remaining members of the Council. In the event that none of the three candidates suggested meets Board approval, the Council shall submit another and entirely different list for Board consideration.

**Vacancy:** The term of Board appointed member, Claudia Davant, who fills the seat of Board appointed at-large member, expired on September 30, 2018. Ms. Davant is an active member who is seeking reappointment. COCA is recommending her reappointment as requested in their letter of June 13, 2018 (Attachment #1). See Table #1.

**Table #1: Council on Culture & Arts**

<b>Vacancies / Category</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Claudia Davant (At-large) <i>Served one partial term</i>	9/30/2018	2.	Claudia Davant	Full Board to reappoint <b>one</b> citizen for a four-year term ending 9/30/2022



### **Joint School Coordinating Committee (JSCC)**

**Purpose:** The Joint School Coordinating Committee was established by a 2006 Interlocal agreement for the oversight of the School Concurrency Program by fostering the coordination of comprehensive planning and school facilities planning programs. The Committee evaluates and suggests revisions to the process for sharing information on planned school facilities and the City and County participation in the School District's Five-Year Capital Facilities Plan, monitoring of the school concurrency management system and effectiveness of School Concurrency Implementation.

**Composition:** The Coordinating Committee is composed of six members, who serve four-year terms, including one citizen appointed each by the City, County, and School Board and one member each from the City Commission, Board of County Commissioners, and the School Board. Currently Commissioner Proctor serves as the Board member on the JSCC.

**Vacancies:** The term of Board appointed member, Louis Dilbert, expires on September 30, 2018. Mr. Dilbert is seeking reappointment (Attachment #3). All eligible applicants are listed in Table #2. At the September 24, 2018 meeting, the Board directed this appointment be brought back at the next meeting and to include a resume from Mr. Dilbert (Attachment #4).

**Table #2: Joint School Coordinating Committee**

<b>Vacancies <i>Term Status</i></b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Louis Dilbert <i>Seeking Reappointment</i>	9/30/2018	4. 5.	Louis Dilbert Mary Young	Full Board to make one citizen appointment for a four-year term ending 9/30/2022.

### **Options:**

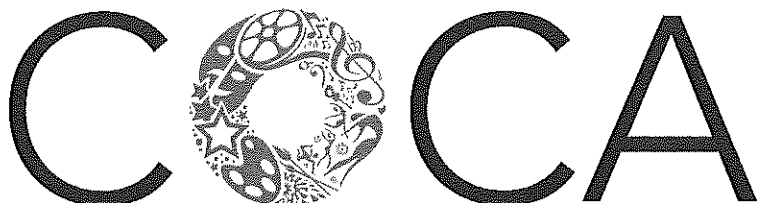
1. The full Board to consider the appointment of one citizen, Claudia Davant, to the Council on Culture and Arts for a four-year term ending September 30, 2022.
2. The full Board to consider the appointment of one citizen to the Joint School Coordinating Committee for a four-year term ending September 30, 2022. The eligible applicants are Louis Dilbert and Mary Young.
3. Board direction.

### **Recommendation:**

Options #1 and #2.

Attachments:

1. COCA letter of reappointment
2. Davant application
3. Dilbert reappointment email
4. Dilbert application, including resume
5. Young application, including resume



COUNCIL ON CULTURE & ARTS | TALLAHASSEE/LEON COUNTY

June 13, 2018

Commissioner Nick Maddox  
Chair, Leon County Commission  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee FL 32301

Dear Commissioner Maddox,

Ms. Claudia Davant currently serves as a County-appointed member of the COCA Board of Directors. Her current term will conclude at the end of this fiscal year.

This letter shall confirm that Ms. Davant has requested to be reappointed to a second term on the COCA Board of Directors.

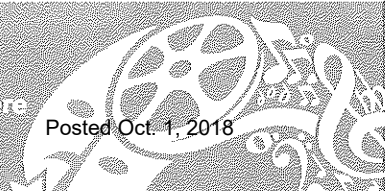
We respectfully request that the County Commission reappoint Ms. Davant to the At Large seat on the COCA Board of Directors for another four year term beginning in Fiscal Year 2019.

If you have any further questions, please don't hesitate to contact me.

Best wishes,

A handwritten signature in cursive script that reads 'Audra Pittman'.

Audra Pittman, Ph.D.  
Executive Director  
Council on Culture & Arts (COCA)



**From:** Kevin Carr <kevin@tallahasseearts.org>  
**To:** Mary Smach <SmachM@leoncountyfl.gov>  
**Date:** 6/13/2018 11:49 AM  
**Subject:** FW: COCA  
**Attachments:** image003.jpg

Hi Mary,

Here is an email I received from Claudia Davant expressing her interest in being reappointed to another term on the COCA Board of Directors.

Please send me any required application materials required for her reappointment.

Thanks so much!  
Kevin

Kevin Carr, Ph.D.  
Grants and Strategic Partnerships Manager  
Council on Culture & Arts - COCA  
816 South ML King Jr. Boulevard  
Tallahassee, FL 32301  
Office - 850.224.2500  
kevin@tallahasseearts.org  
TallahasseeArts.org<<http://www.tallahasseearts.org/>>  
[2015\_COCA\_Logo\_CollageOrange resize]

Under Florida law, most e-mail messages to or from COCA employees or Board members are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from COCA inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Claudia Davant [mailto:Claudia@adamsstadvocates.com]  
Sent: Tuesday, June 12, 2018 3:20 PM  
To: Kevin Carr <kevin@tallahasseearts.org>  
Cc: Rebecca Roman <Rebecca@adamsstadvocates.com>  
Subject: Re: COCA

Hey kevin sorry for the delay! I wanted to touch base with Audra first. But please count me in! I would love to serve another term. I have thoroughly enjoyed being on the Board and working with you and the team!

Sincerely,  
Claudia Davant  
President  
Adams St. Advocates  
205 S. Adams Street  
Tallahassee, FL 32301  
[www.adamsstadvocates.com](http://www.adamsstadvocates.com)<<http://www.adamsstadvocates.com>>

On May 31, 2018, at 4:34 PM, Kevin Carr <kevin@tallahasseearts.org<mailto:kevin@tallahasseearts.org>> wrote:  
Hi Claudia,

I hope that you are well!

I am writing to let you know that your term as a COCA Board member will be ending on October 1, 2018. You are eligible to be re-appointed to a second, 3 year term on the COCA Board if you are interested and available to serve.

If so, I just need something in writing so that I can inform the County of your interest to be reappointed to a second term on the COCA Board. If not, please let me know at your earliest convenience.


Thanks so much!  
Kevin

Kevin Carr, Ph.D.  
Grants and Strategic Partnerships Manager  
Council on Culture & Arts - COCA  
816 South ML King Jr. Boulevard  
Tallahassee, FL 32301  
Office - 850.224.2500  
kevin@tallahasseearts.org<mailto:kevin@tallahasseearts.org>  
TallahasseeArts.org<<http://www.tallahasseearts.org/>>  
<image003.jpg>

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## COUNCIL ON CULTURE & ARTS

Attachment #2  
Page 1 of 3

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b>  <b>Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Claudia Davant		Date: 9/11/2018 4:37:43PM
Home Phone: () -	Work Phone: (850)567-0979X	Email: Claudia@adamsstadvocates.com
Occupation: GOVERNMENT CONSULTANT	Employer: ADAMS ST. ADVOCATES	
Preferred mailing location: Work Address		
Work Address: 205 S. ADAMS ST		
City/State/Zip: TALLAHASSEE, FL 32301		
Home Address: 5005 GLENROSE COURT		
City/State/Zip: TALLAHASSEE, FL 32309		
Do you live in Leon County? Yes      If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes      If yes, is it located within the City limits? No		
For how many years have you lived in and/or owned property in Leon County? 18 years		
Are you currently serving on a County Advisory Committee? Yes		
If yes, on what Committee(s) are you a member? I CURRENTLY SIT ON THE COUNCIL ON CULTURE A		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.		
<input type="checkbox"/> Practicing Artist <input type="checkbox"/> Heritage/History <input checked="" type="checkbox"/> Marketing/Finance <input checked="" type="checkbox"/> Business/Economic Development <input type="checkbox"/> Volunteer <input type="checkbox"/> Tourism		
<p><b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: Caucasian      Sex: Female      Age:</p> <p>Disabled? No      District:</p>		
<p><b>In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.</b></p>		

References (you must provide at least one personal reference who is not a family member):

Name: BILL MONTFORD Telephone: 850-933-4866  
Address: 208 S. MONROE ST

Name: LORANNE AUSLEY Telephone: 850-459-1469  
Address: 1001 THE CAPITAL, 402 S. MONROE ST

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?  
Yes

2.) Are you willing to complete a financial disclosure form Yes

3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups) No  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority? No

6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)  
No  
If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Claudia davant

This application was electronically sent: 9/11/2018 4:37:43PM

## **CLAUDIA DAVANT**

Adams St. Advocates

President

Claudia has extensive, in-depth experience in both government and private sectors. Claudia has been serving clients in the government affairs industry for over seven years. Prior to Adams St. Advocates, Claudia was on the national business development team for Accenture, a global information technology firm, where she led sales campaigns for large, complex integrated systems opportunities.

In 2000, Claudia moved to Florida, where she served as AT&T's state president for regulatory and legislative affairs, working hand in hand with key decision makers in both the Florida legislative and executive branches for five years. Claudia was subsequently promoted to regional vice president for legislative affairs for AT&T, where she successfully led legislative and regulatory reform campaigns in the Southern Region before the merger with BellSouth.

In addition to her corporate experience, Claudia worked in government on both the state and federal levels. Claudia served as U.S. Senator Strom Thurmond's legislative aide in Washington, D.C. for three years, providing legislative analysis, constituent service and external communications services. Claudia also served as a policy advisor to the Michigan House of Representatives, where she led the staff effort to rewrite the Michigan Telecommunications Act. And, as general counsel and communications director for the South Carolina Department of Commerce, Claudia negotiated economic development incentives with corporations wanting to do business with the state.

Claudia currently serves on the Florida TaxWatch Board's Executive Steering Committee, the Take Stock in Children Board, the Florida After School Network Board, and the Florida College System Foundation Board of Directors. She is also very active locally in Tallahassee and serves on the Tallahassee Downtown Improvement Authority board as well as the Council On Cultural Arts board. A South Carolina native, Claudia holds a Bachelor of Arts in English Literature and a law degree from the University of South Carolina.

**From:** "Poplin, Susan" <Susan.Poplin@talgov.com>  
**To:** "louis.dilbert@yahoo.com" <louis.dilbert@yahoo.com>  
**CC:** "Smach, Mary" <SmachM@leoncountyfl.gov>  
**Date:** 8/22/2018 3:14 PM  
**Subject:** RE: School Coordinating Committee Appointment Renewal

Mr. Dilbert,

Thank you for your willingness to serve again. If you wouldn't mind filling out the board application at this link <http://www2.leoncountyfl.gov/committees/app.asp> to update your information, that would be most appreciated. I've also copied the County coordinator for boards and committees, Mary Smach, and she may contact you if she needs anything else for the reappointment.

Susan Poplin, MSP, AICP  
Principal Planner • Land Use Planning Division  
Tallahassee-Leon County Planning Dept.  
300 S. Adams Street, Tallahassee, Florida 32301  
phone: 850.891.6446 • fax: 850.891.6404 • [susan.poplin@talgov.com](mailto:susan.poplin@talgov.com) <<mailto:%20susan.poplin@talgov.com>>  
<http://www.talgov.com/Main/Home.aspx>  
<http://cms.leoncountyfl.gov/>  
People Focused, Performance Driven

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

From: [louis.dilbert@yahoo.com](mailto:louis.dilbert@yahoo.com) [<mailto:louis.dilbert@yahoo.com>]  
Sent: Wednesday, August 22, 2018 3:04 PM  
To: Poplin, Susan; [louis.dilbert@yahoo.com](mailto:louis.dilbert@yahoo.com)  
Subject: Re: School Coordinating Committee Appointment Renewal

Hi Susan. I would be honored to serve again !  
Sent from Yahoo Mail on  
Android<[https://go.onelink.me/107872968?pid=InProduct&c=Global\\_Internal\\_YGrowth\\_AndroidEmailSig\\_\\_AndroidUsers&af\\_wl=ym&af\\_sub1=Internal&af\\_sub2=Global\\_YGrowth&af\\_sub3=EmailSignature](https://go.onelink.me/107872968?pid=InProduct&c=Global_Internal_YGrowth_AndroidEmailSig__AndroidUsers&af_wl=ym&af_sub1=Internal&af_sub2=Global_YGrowth&af_sub3=EmailSignature)>

On Wed, Aug 22, 2018 at 2:18 PM, Poplin, Susan  
<[Susan.Poplin@talgov.com](mailto:Susan.Poplin@talgov.com)<<mailto:Susan.Poplin@talgov.com>>> wrote:

Mr. Dilbert,

I am writing to see if you would be interested in serving another term on the Joint School Coordinating Committee. The committee has not met since your last appointment and it is likely that there would not be a meeting in the near future. However, there is the possibility that the committee will take up several items next year that require its attention. Could you let me know as soon as you can if you are interested in serving again. Thank you. Feel free to call me if you have any questions.

Susan Poplin, MSP, AICP  
Principal Planner • Land Use Planning Division  
Tallahassee-Leon County Planning Dept.  
300 S. Adams Street, Tallahassee, Florida 32301  
phone: 850.891.6446 • fax: 850.891.6404 • [susan.poplin@talgov.com](mailto:susan.poplin@talgov.com) <<mailto:%20susan.poplin@talgov.com>>



Attachment #4  
Page 1 of 7

References (you must provide at least one personal reference who is not a family member):

Name: JOY BOWEN Telephone: 8506942367  
Address: 2505 FRITZ LANE, TALLAHASSEE, FL 32304

Name: Telephone:  
Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?  
Yes

2.) Are you willing to complete a financial disclosure form Yes

3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups) No  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority? No

6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)  
No  
If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Louis L Dilbert

This application was electronically sent: 8/22/2018 3:33:48PM

## **Louis Lawrence Dilbert, M.S.**

2637 Mission Road  
Tallahassee, Florida 32304  
[louis.dilbert@yahoo.com](mailto:louis.dilbert@yahoo.com)

### **E D U C A T I O N**

*Bachelor of Science in Health Education*

**The Florida State University**

**Graduation Date: May 2003**

*Master of Science in Educational Leadership/Administration*

**The Florida State University**

**Graduation Date: December 2005**

*Doctor of Philosophy in Educational Leadership*

**Florida Agricultural and Mechanical University**

**Anticipated Completion- Fall 2019**

### **W O R K E X P E R I E N C E**

#### ***Director***

***March 2017- Present***

Military and Veteran Affairs

Florida Agricultural and Mechanical University

- Responsible for management of services provided to student veterans
- Responsible of programming that meets student' academic and personal needs
- Responsible for budget oversight and development activities
- Serve as the primary liaison between university and community resources

#### ***Director***

***October 2016-Present***

Educational Opportunity Center (Federal)

Florida Agricultural and Mechanical University

- Responsible for the design, implementation and evaluation of all program measures
- Responsible for a building team of dedicated change agents
- Experience leading a \$1.2M federally-funded grant project
- Responsible for monitoring the budget activities to ensure fiscal responsibility

#### ***Interim Associate Director***

***May 2016-March 2017***

Center for Disability Access and Resources

Florida Agricultural and Mechanical University

- Assisted the Director with management of staff activities and center operations
- Responsible for certification of new applicants for services
- Coordinator of Assistive Technology and supervisor for AT Lab
- Served as the primary liaison between faculty and students for academic accommodations
- Supervised Mobility Van Service

***Extended Day Program Manager***

*August 2015-October 2016*

21<sup>st</sup> Century Community Learning Centers  
Leon County Schools

- Assisted the Program Manager with gathering and review of data for program deliverables
- Conducted periodic site visits to ensure program is run with fidelity
- Assisted with location of supplemental funding sources for enhanced programming
- Coordinated Family Literacy Activities (Financial Literacy, College Awareness and Workforce Education)
- Served as Interim Site Coordinator of one school site (15% attendance increase during tenure)
- Served as Site Coordinator for one new site (responsible for all design and implementation of program activities as well as staff supervision)

***Adjunct Instructor***

*Fall 2005, Fall 2007, Fall 2015, and Fall 2017*

College Success

Tallahassee Community College

- Instructed first year and college prep students on fundamental skills needed to successful college students
- Lectured on topics such as time management, study skills, money management, and goal setting
- Received an average of 90% or higher from student course evaluations

***Assistant State Project Manager***

*June 2013- July 2015*

Florida GEAR UP Project (Federal)

Tallahassee Community College

- Experience leading an \$18M federally-funded grant project
- Supervised the design, implementation, administration, and evaluation all project activities
- Developed community and business partnerships to fulfill match requirements
- Oversaw evaluation and distribution of an annual budget of \$3M
- Coordinated trainings and professional development
- Oversaw the completion of annual reports to maintain compliance; organization remained in compliance each year by meeting 90% of program measures

***Coordinator of Student Affairs***

*June 2010- June 2013*

Center for Disability Access and Resources

Florida A&M University

- Coordinator of Assistive Technology and supervisor for AT Lab
- Organized outreach and recruitment of students with disabilities through the state of Florida
- Assisted students with academic advisement and success plans
- Served as the primary liaison between faculty and students for academic accommodations
- Organized professional development for stakeholders
- Supervised Mobility Van Service
- Instructor for First Year Experience Course; student satisfaction above 95% for 3 semesters

***Program Specialist***

*January 2008-June 2010*

Educational Talent Search Program (Federal)

Tallahassee Community College

- Created and executed lesson plans for afterschool component
- Coordinated college readiness activities for students at the middle and high school levels from rural communities
- Maintained Blumen Database for student records
- Assisted students with completing college applications and financial aid forms
- Conducted parent/family seminars

- Assisted with Annual Performance Report
- Recruited students for program participation

***Coordinator***

*October 2006-June 2010*

Black Male Achievers Program  
Tallahassee Community College

- Coordinated activities designed to improve the retention and graduation rates of Black males
- Provided professional development to the executive board on leadership
- Maintained budget and determined allowable and unallowable costs
- Submitted monthly reports into database
- Responsible for seeking supplemental funds for program needs
- Implemented, Administered, Supervised, and Evaluated all project activities and objectives
- At least 85% of program participants completed their education goals or saw an improvement in academic performance each year

***Academic Advisor***

*August 2005-December 2007*

Student Success Center  
Tallahassee Community College

- Assisted students with development of academic success plans, scheduling classes, and locating campus resources
- Served as the Peer Support Network Coordinator to assist academically challenged students

**P R O F E S S I O N A L  
A F F I L I A T I O N S**

National Association of Student

*May 2012-May 2013; March 2017-*

***Present***

Personnel Administrators (NASPA)

Florida TRIO

*Sept. 2009-Sept. 2010; Nov. 2016-*

***Present***

**Southeastern Association of Opportunity**

*Sept. 2009-Sept. 2010; Nov. 2016-*

***Present***

**Program Personnel (SAEOPP)**

**Strategic Planning Committee**

***Dec 2015- Present***

**Leadership Tallahassee**

**Tallahassee Chamber of Commerce**

**Leadership Tallahassee- Class 32**

***May 2014-Present***

National Academic Advising Association  
2007

*March 2006-March*

**P R E S E N T A T I O N S**

**Keynote Speaker**

*November*

2015

W.E.B. Dubois Honor Society Induction Ceremony

Florida State University

**Keynote Speaker**

*November*

2014

Bobby E. Leach Scholarship Ball

FSU Black Student Union

**Guest Speaker**

*May 2012*

Pathways to College Success  
*Girls Learning to Lead Retreat*

**Co-Presenter**

*April 2012*

Preparing African-American, Low-Income, and  
First-Generation Students for Post-Secondary Achievement  
*Florida Association of Teacher Educators  
Regional Conference and Inquiry Showcase*

**Presenter**

*June 2009*

Diversity in Leadership:  
The Dynamics of Difference  
*Florida Students Association  
Annual Retreat*

**Co-Presenter**

*November*

2006  
The Invisible Black Male in Higher  
Education: Challenges and Solutions  
*Black, Brown and College Bound:  
A Summit on African-American & Hispanic Males  
Meeting the Challenges of Higher Education*

**S E R V I C E A C T I V I T I E S**

**Everhart Foundation for Excellence** *Board Member*

*August 2015-Present*

**Alpha Phi Alpha Fraternity, Inc.  
(Gamma Mu Lambda Chapter)**

*Immediate Past President  
President  
Vice President  
Corresponding Secretary  
College Chapter Advisor(FSU)*

*June 2013-May 2015  
June 2011-May 2013  
June 2009- May 2011  
June 2007-May 2009  
Jan. 2008-Present*

**Big Bend Cares  
Board of Directors**

*Immediate Past President  
President  
Secretary  
General Board Member*

*2014-2016  
2012-2014  
2011-2012  
2008-Present*

**Leon County Schools**

*Mentor*

*March 2017-Present*

**Community Human Services  
Partnership**

*Citizens Review Team  
Team Leader*

*2009-2017  
2013*

**C O M M I T T E E S**

**District Advisory Council  
Leon County Schools**

*Sept. 2016-Present*

**Health Care Facility Building Committee  
Big Bend Cares**

*Oct. 2014-Oct. 2017*

African-American History  
Month Planning Committee  
Tallahassee Community College

*Co-Chair*

2014, 2015  
2008 and 2009

Community Improvement  
Advisory Council  
City of Tallahassee

*Dec. 2012-Dec. 2015*

### **A W A R D S A N D H O N O R S**

Golden Ace Award Finalist- Administration  
*Tallahassee Network of Young Professionals*

2014

National PanHellenic Council Chapter Advisor of the Year  
*Florida State University Office of Fraternity and Sorority Life*

2008, 2012, 2013, 2014

African-American History Month  
Calendar Honoree  
*Tallahassee Community College*

2009

### **R E F E R E N C E S**

Barbara Boone  
Executive Director  
Leadership Tallahassee  
Tallahassee Chamber of Commerce  
(850) 521-3112  
[bboone@talchamber.com](mailto:bboone@talchamber.com)


Katrina Figgett  
Director of Instructional Materials  
Florida Department of Education  
Bureau of Standards and Instructional Support  
(850)245-0758  
[katrina.figgett@fldoe.org](mailto:katrina.figgett@fldoe.org)

Gregory J. Harris, Ph.D.  
Assistant Dean  
College of Human Sciences  
Florida State University  
(850)321-0162  
[gjharris@admin.fsu.edu](mailto:gjharris@admin.fsu.edu)

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## JOINT SCHOOL COORDINATING COMMITTEE

Attachment #5  
Page 1 of 16

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b></p> <p><b>Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Mary Young		Date: 6/27/2018 9:54:30PM
Home Phone: (850) 893-5241	Work Phone: (850) 264X5477	Email: myef02@aol.com
Occupation: ADMINISTRATOR/EDUCATOR	Employer: MICCOSUKEE YOUTH EDUCATION FOUNDATION, INC.	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: ,FL		
Home Address: 9538 W W BELL TERRACE		
City/State/Zip: TALLAHASSEE, FL 32309		
Do you live in Leon County? Yes      If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes      If yes, is it located within the City limits? No		
For how many years have you lived in and/or owned property in Leon County? 33 years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? Yes		
If yes, on what Committee(s) are you a member? MICCOSUKEE COMMUNITY CENTER BOARD OF DIRECTORS		
<p><b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: African American      Sex: Female      Age:</p> <p>Disabled? No      District: District 4</p>		
<p><b>In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.</b></p>		



References (you must provide at least one personal reference who is not a family member):

Name: SENATOR BILL MONTFORD Telephone: (850) 577-5784  
Address: SENATE OFFICE BLDG., 404 SOUTH MONROE ST. 32399

Name: CARRIE S. HERRING Telephone: (850) 933-9629  
Address: 3603 HOOD COURT, TALLAHASSEE 32311

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

1) Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?  
Yes

2.) Are you willing to complete a financial disclosure form Yes

3.) Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups) No  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

5.) Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority? No

6.) Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)  
No  
If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Mary Young

This application was electronically sent: 6/27/2018 9:54:30PM

## **VITAE'**

Mary L. Young, Ph.D.  
P. O. Box 5452  
Tallahassee, FL 32314  
Home Phone: (850) 893-5241  
Cell Phone: (850) 264-5477

## **EDUCATION**

**Florida State University**, Tallahassee, Florida: August, 1995 graduate with Ph.D. in Educational Administration and Supervision. Additional coursework was taken in Vocational Education and Higher Education Administration.

**Florida State University**, Tallahassee, Florida: December, 1981 graduate with master's degree in Educational Administration and Supervision.

**Florida Agricultural and Mechanical University**, Tallahassee, Florida: June, 1975 graduate majoring in Business Education. In addition to shorthand (120), typewriting (90 wpm), studied accounting, business law, economics, and management.

**Lincoln High School**, Tallahassee, Florida: 1968 graduate.

## **EXTRACURRICULAR ACTIVITIES**

**Florida A&M University: Volunteer 4-H Leader**, Florida A&M University Extension Program, Youth and Family At Risk Project, 2009-2012.

**Community:** June, 2002—Founder and Director of Saturday School Program for children in the Miccosukee (Leon County) and surrounding areas. Program is a non-profit organization under the name: Miccosukee Youth Education Foundation, Inc. The program provides academic enhancement skills and training for students in Grades K-12.

**Community:** June, 1996—Organized Black History Brain Bowl team for youth, Grades 7-12. Competitions are held in December and February of each year.

**Florida A&M University:** Advisor of PHI BETA LAMBDA student organization, 1994-2006.

**Florida A&M University:** Member of PI OMEGA PI Honor Society, 1975-Present.

## **PAGE 2, VITAE', MARY L. YOUNG**

**School: Advisory Council Member**, Deerlake Middle School, 1991-92 and 1992-93  
Treasurer of Killearn Lakes Elementary PTO, 1988-89; President of Advisory Council,  
Concord Elementary School, 1982-83; Vice-President of the Advisory Council, Concord  
Elementary School, 1981-82; Secretary of Parent-Teacher Organization, Concord  
Elementary, 1975-76 and 1979-80.

**Community: Miccosukee Youth Education Foundation**--Founder and Executive  
Director, 2002-present; **Board Member**--Miccosukee Parks and Recreation Council;  
**Board Member**--Miccosukee Community Center.

**Memberships:** The National Business Education Association, Florida Technology  
Education Association, National Education Association, and Delta Pi Epsilon National  
Honorary Professional Graduate Society in Business Education.

**Church:** Secretary-Treasurer for Shiloh African Methodist Episcopal Church, 1964-  
1991. Treasurer: 2001-Present.

## **AWARDS AND RECOGNITIONS**

Received **Annual Heritage Day Program Recognition Award**, Presented by Bethel  
Missionary Baptist Church, February 22, 2015.

Featured in the **2012 Cherry Hall Alexander African-American History Calendar**.  
Presented by Tallahassee Community College.

Received ***Community Service Award*** in appreciation of outstanding service on the  
Miccosukee Community Center Focus Group, 2002-2010. Presented by Leon County  
Board of County Commissioners.

Received ***Certificate of Appreciation*** from Tallahassee Area Coalition Center of  
Excellence for dedicated service to the College of Education Advisory Board, **2007-2008**.

Received ***Outstanding Performance Award*** in recognition of Leadership as Team Coach  
for the Miccosukee Youth Education Foundation in the Tallahassee Coalition Center of  
Excellence, **2004-2005** Black History Brain Bowl Competition.

Received **Board of County Commissioners Community Service Award** in  
appreciation of outstanding community service, **2002-2004**.

Received ***Proclamation*** from the Leon County Board of County Commissioners for  
excellence in District and Regional Brain Bowl participation, **January 25, 2003**.

### **PAGE 3, VITAE', MARY L. YOUNG**

Received *Outstanding Service Award*, for continued leadership as District Director and support and encouragement for all students of Phi Beta Lambda, Tampa, Florida, **March, 2000.**

Received *Outstanding Service Award* for continued leadership as District Director and support and encouragement for all students of Phi Beta Lambda, Tampa, Florida, **March 13, 1999.**

Received the **1997-98 District I Award** from Florida Chapter of Phi Beta Lambda, Tampa, Florida, **March 13, 1999.**

Received *Special School Volunteer Award* for providing more than 100 hours of volunteer service to benefit the children of Leon County Schools, **May 1, 1997.**

Received *Certificate of Recognition* for serving on the Editorial Advisory Board for review and evaluation of Electronic Keyboarding, **October 8, 1996.**

Received *Certification of Appreciation* in support of the Black History Brain Bowl Team, Lincoln High School, Tallahassee, Florida, **February 1, 1996.**

Received *Certificate of Completion* for actively participating in and satisfactorily completing the workshop entitled, "Teaching through Interactive Television," **May 2, 1992.**

Received *Teacher of Year Award* for Outstanding Leadership and Significant Contributions to Higher Education. Presented by the College of Education, Florida A&M University, **April 19, 1991.**

### **EXPERIENCE**

**June 2002 to present: Executive Director, Miccosukee Youth Education Foundation, Inc.** Duties include hiring and supervising teachers and staff, budgeting, recruiting partners and board members, responding to various reports, assessing student progress through pre- and post-testing, grant writing and overall program operation.

**August 2004 to May 2006: Assistant Professor of Business Education,** Florida A&M University, Department of Business and Technology Education. Duties included teaching business subjects, advising, serving on college and university-wide committees and serving as advisor for Future Business Leaders of America/Phi Beta Lambda student organization.

**January 1999 to August 2004: Assistant Professor and Chairperson,** Department of Business and Technology Education. In addition to teaching two classes per semester,

## **PAGE 4, VITAE', MARY L. YOUNG**

performed administrative tasks, served on college and university-wide committees, and performed other duties as assigned by the Dean.

**August 1992 to December 1998:** **Assistant Professor of Business Education**, Florida A&M University, Tallahassee, Florida. Taught business related courses; some of which included: Methods of Teaching Business Subjects, Principles of Business Education, Shorthand, Typewriting, Word Processing, Records Management, and Business Communications.

**October 1990 to August 1992:** **Assistant Professor and Chairman**, Florida A&M University, Department of Industrial Arts and Vocational Education. In addition to teaching two classes per semester, performed administrative tasks, served on college and university-wide committees, and performed other duties as assigned by the Dean.

**August 1988 to October 1990:** **Assistant Professor** of Business Education, Florida A&M University, Tallahassee, Florida. Taught business related courses; some of which included: Methods of Teaching Business Subjects; Typewriting, Shorthand, and Leadership Development.

**August 1983 to July 1988:** Business Education Instructor, Florida A&M University, Tallahassee, Florida. Taught business-related courses, such as Typing I, Shorthand I and II, Filing and Office Practice, and Human Relations in Business.

**October 1982 to August 1983:** Secretary IV and Research Associate, President's Office, Florida A&M University, Tallahassee, Florida. Duties included: letter and memo composition, preparation of travel reimbursements, shorthand transcription, and the performance of other general office procedures. In addition, provided administrative assistance to the President of the University.

**October 1976 to September 1982:** Business Education Instructor, FAMU-CETA Training Project, Tallahassee, Florida. Taught typewriting, secretarial office procedures, shorthand, bookkeeping, and office machines. Also prepared students' progress reports; assisted in student scheduling; and made periodic visits to students holding clerical positions for the State of Florida.

**March 1978 to June 1978:** Business Education Instructor, Florida A&M University, Department of Vocational/Technical and Adult Education, Tallahassee, Florida. Taught Office Management and Beginning Typewriting.

**September 1976 to April 1977:** Business Education Teacher, Leon County Adult Education Program, Godby High School, Tallahassee, Florida. Taught bookkeeping two evenings per week.

## **PAGE 5, VITAE', MARY L. YOUNG**

**April 1976 to June 30, 1983:** Business Education teacher, Leon County Adult Education Program, Concord Elementary School. Taught Typewriting, Shorthand, Business English and Accounting.

**July 1975 to October 1976:** Departmental Secretary for the Department of Philosophy, Florida State University, Tallahassee, Florida. Responsibilities consisted of the following: supervisor of clerk-typist, preparation of general office correspondence, and preparation of appointment papers for faculty and graduate assistants. Duties also included: preparation of monthly budget reports, travel arrangements, operation of various office machines, and the development of an organized filing system.

### **WORKSHOPS AND SHORT COURSES**

**February 9, 2017:** Tallahassee, Florida. American Red Cross. Attended Community Human Service Partnership Budget Workshop, Part II.

**February 3, 2017:** Tallahassee, Florida. American Red Cross. Attended Program Evaluation and Outcome Measurement Workshop. Sponsored by Community Human Service Partnership.

**January 13, 2017:** Tallahassee, Florida. American Red Cross. Attended CHSP Budget Workshop, Part I.

**January 12, 2017:** Tallahassee, Florida. American Red Cross. Attended FY 2017/18 CHSP Application Workshop.

**May 8, 2012:** Tallahassee Community College. Attended the 21st Century Community Learning Center Grant workshop. Presented by Lani Lingo, Florida State Department of Education.

**February 25, 2010:** Gainesville, Florida, University of Florida. Attended the University of Florida 4-H Youth Development Council charter meeting.

**March 5, 2009:** Tallahassee, Florida, Florida Department of Education. Attended *2009-2010 21<sup>st</sup> Century Community Learning Center* Request for Proposal Workshop. Presented by the University of Florida 21<sup>st</sup> CCLC Leadership Team.

**January 15, 2009:** Orlando, Florida. Attended the No Child Left Behind Supplemental Educational Services Technical Assistance Meeting.

## **PAGE 6, VITAE', MARY L. YOUNG**

**March 28-29, 2003:** Tallahassee, Florida. Attended the Florida Association of Colleges for Teacher Education Workshop. Discussion topics included Teacher Employment and Turnover, Just Read Florida Program, PreK-20 Partnerships, and K-12 Reading Endorsement.

**February 24, 2003:** Tallahassee, Florida, State Department of Education. Attended a Regional Workshop entitled, "Designing Standards-Based Tasks and Assessment Systems."

**September 25-27, 1996:** Auburn University, Auburn, Alabama. Attended and participated in the National Issues Public Policy Forum.

**August 22, 1996:** Florida A&M University. Presented a Proofreading Skills Workshop for employees of the Statewide Interagency Training Program.

**July 29, 1992:** Florida A&M University. Hosted a one-half day workshop on Updating Office Procedures and Practices.

**July 2, 1992:** Florida A&M University and the University of Central Florida. Coordinated and presented a live teleconference on Technical Updating for Vocational Teachers Through Distance Learning: How to Integrate Computers into Accounting Courses.

**June 23, 1992:** Florida A&M University and the University of Central Florida. Coordinated and presented a live teleconference on Technical Updating for Vocational Teachers Through Distance Learning: Computer Software Update.

**July 23-27, 1991:** Florida A&M University. Hosted a one-week workshop on Championship Typewriting. The workshop was designed to introduce business educators to the completely structured, multi-faceted, scientifically-based keyboarding methodology.

**October 20-21, 1988:** Florida A&M University. Hosted a two-day workshop on Championship Typewriting. Workshop was designed to enhance teaching methodology.

**September/October 1986:** Department of Professional Regulations, Tallahassee, Florida. Taught six-week course in beginning typewriting. Emphasis on keyboarding, letter writing, and manuscript typing. Emphasis was also placed on developing skills necessary for increased speed and accuracy.

**September 22, 1986:** Department of Human Resource Development, Tallahassee, Florida. Conducted workshop on techniques and mannerisms appropriate for effective telephone communication.

## **PAGE 7, VITAE', MARY L. YOUNG**

**September 24, 1986:** Center for Creative Employment, Tallahassee, Florida. Conducted two-hour workshop entitled, "Preparing for Work—Telephone Communications."

**November 4-December 11, 1986:** Department of State, Division of Licensing, Tallahassee, Florida. Taught a 24-hour course in Basic English and Grammar. This course was designed to improve employees' proficiency in subject-verb agreement, sentence structure, pronoun case, parallel structure and word distinctions. Emphasis was also placed on the correct use of punctuation marks.

### **COMMITTEE ASSIGNMENTS**

**2009-12** Volunteer 4-H Leader, FAMU Extension Program, Youth and Family At Risk  
**2007-Present**, Member, Associated Industries of Florida (AIF)  
**2006** Editorial Coordinator, NCATE Committee on Candidate Knowledge, Skills  
**2005** NCATE Committee on Candidate Knowledge, Skills and Dispositions  
**2002-2006** Engineering and Related Technology Advisory Committee, Tallahassee CC\*  
**2002-** Miccosukee Youth Education Foundation, Inc. Board of Directors  
**2002-2010** Miccosukee Community Center Board of Directors  
**2001-2010** Miccosukee Sports and Recreation Council Board Member  
**1999-04** NCATE Committee on Program Assessment and Unit Planning  
**1999-04** College of Education Leadership Team  
**1999-04** Inter-Area Council Committee  
**1999-00:** Melvene Hardee Scholarship Committee  
**1999-00:** Mr. and Miss College of Education Selection Committee  
**1998-99:** Mr. and Miss College of Education Selection Committee  
**1998-99:** Student Evaluation Rating Review Committee  
**1998-99:** Teaching Incentive Program (TIP) Committee  
**1998-99:** College of Education Teacher Incentive Program (TIP) Committee  
**1998-99:** Melvene Hardee Scholarship Committee  
**1998-99:** Committee on Institutional Purpose and Effectiveness  
**1996-97:** Committee on Institutional Purpose and Effectiveness  
**1993-94:** Curriculum Committee, College of Education  
**1992-93 and 1991-92:** NCATE Self-Study Steering Committee  
**1992-93 and 1991-92:** Executive Council, College of Education  
**1992-93 and 1991-92:** Inter-Area Council, College of Education  
**1992-93 and 1991-92:** Research Committee, College of education  
**1991-92:** Promotion and Tenure Committee, College of Education  
**1991-92:** Sabbatical Leave Committee, University-Wide  
**1991-92:** Committee on Students, NCATE



**PAGE 8, VITAE', MARY L. YOUNG**

**SPECIAL PROJECTS AND GRANTWRITING**

**2015-2016** Received \$35,000 grant from Leon County Community Human Service Partnership (CHSP). The grant provides for reading and math tutorial services for children in Grades K-12.

**2014-2015** Received \$35,000 grant from Leon County Community Human Service Partnership (CHSP). The grant provides for reading and math tutorial services for children in Grades K-12.

**2015** Received \$1,000 from Capital City Bank Foundation, Tallahassee, Florida. This grant provides for continued tutorial services for the Miccosukee Youth Education Foundation's Academic Achievement Program.

**2013-2014** Received \$37,000 grant from Leon County Community Human Service Partnership (CHSP). The grant provides for reading and math tutorial services for children in Grades K-12.

**2012-2013** Received \$50,000 grant from Leon County Community Human Service Partnership (CHSP). The grant provides for reading and math tutorial services for children in Grades K-12.

**2011-2012** Received \$30,000 from Leon County Community Human Service Partnership grant. This grant provides for tutorial services for children in Grades K-12.

**2010-2011** Received \$27,962 from Leon County Community Human Service Partnership grant. This grant provides for tutorial services for children in Grades K-12.

**2010** Received \$2,600 from Tallahassee Kiwanis Club. This grant provided funding for a special project by the Miccosukee Youth Education Foundation's Academic Achievement Program.

**2009-2010** Community Human Service Partnership Grant. Sponsored by Leon County Board of County Commissioners, Tallahassee, Florida. This grant provides for tutorial services for children in Grades K-12. Amount: \$5,199.

**2009** Received \$1,000 from Sam's Club, Tallahassee, Florida. This grant provided funding tutorial instruction in reading, math, FCAT preparation and computer literacy skills for the Miccosukee Youth Education Foundation's Academic Achievement Program.

**2008-09** Community Human Service Partnership Grant. Sponsored by Leon County Board of County Commissioners, Tallahassee, Florida. This grant provides tutorial

## **PAGE 9, VITAE', MARY L. YOUNG**

services for children in Grades K-12 with specific emphasis on reading comprehension, mathematics, and Language Arts: Amount: \$5,200.

**2009** Received \$1,500 from Capital City Bank Foundation, Tallahassee, Florida. This grant provided for continued tutorial services for the Miccosukee Youth Education Foundation's Academic Achievement Program.

**2008** Received \$1,000 from Capital City Bank Foundation, Tallahassee, Florida. This grant provided for continued tutorial services for the Miccosukee Youth Education Foundation's Academic Achievement Program.

**2007-08** Community Human Service Partnership Grant. Sponsored by Leon County Board of County Commissioners, Tallahassee, Florida. This grant provided tutorial services for children in Grades K-12 with specific emphasis on reading comprehension, mathematics, and Language Arts. Amount: \$5,200.

**2007** Received \$4,700 grant from Capital City Bank Foundation, Tallahassee, Florida. This grant provided for continued tutorial services for the Miccosukee Youth Education Foundation's Academic Achievement Program.

**2007-08:** Ounce of Prevention Fund of Florida. This organization provided matching dollars in support of the Community Human Services Partnership Grant in the amount of \$26,500.00.

**2007-08:** Ounce of Prevention Fund of Florida. This organization provided funds for tutorial services provided by the Miccosukee Youth Education Foundation in the amount of \$59,689.

**2006-07** 2006 National Business Education Association Annual Convention, April 12-15, 2006. Tampa, Florida. Served as Assistant Coordinator for Session 3: "Business Etiquette."

**2006-07** Community Human Services Partnership Grant. Sponsored by Leon County, Tallahassee, Florida. This grant provided tutorial services for children in Grades K-12 with specific emphasis on reading comprehension, mathematics, and Language Arts. Presentation of Proposal: April 27, 2006.

**2006** Received a \$1,500.00 grant from Publix Super Markets Charities, Inc. for the purpose of enhancing reading comprehension and mathematical skills among children in Grades K-12 who live in the Miccosukee (Leon County) and surrounding areas.

**2005** Received \$7,500 from Capital City Bank Foundation. This grant provided program support for the Miccosukee Youth Education Foundation's Academic Achievement Program.

**PAGE 10, VITAE', MARY L. YOUNG**

**2005-06** National Business Education Association, Reston, Virginia. Reviewed two proposals submitted for acceptance for the 2006 NBEA Convention, Tampa, Florida.

**2004-05:** Community Human Services Partnership Grant. Sponsored by Leon County, Tallahassee, Florida. This grant provided funds for tutorial services for children in Grades K-12 with specific emphasis on reading comprehension, mathematics, and Language Arts. Amount: \$16,437.00.

**2004-05:** Ounce of Prevention Fund, Tallahassee, Florida. This organization provided matching dollars in support of the Community Human Services Partnership Grant in the amount of \$15,000.00.

**2003-04:** Received a \$2,500.00 grant from Publix Super Markets Charities, Inc. for the purpose of enhancing reading comprehension and mathematical skills among children in Grades K-12 who live in the Miccosukee (Leon County) and surrounding areas.

**2003-04:** Ounce of Prevention, Tallahassee, Florida. Received a \$2,500 match in support of the Publix Super Markets Charities, Inc. grant.

**2003-04:** Florida Department of Education and Florida Division of Colleges and Universities. Prepared report for the National Council for Accreditation of Teacher Education Board of Examiners for Continuing Accreditation to Florida Agricultural and Mechanical University.

**2003-04:** Florida Agricultural and Mechanical University, Tallahassee, Florida. Prepared and submitted to the Department of Education the following document: "The Substantive Change Prospectus for Technology Teacher Education.

**2003-04:** Submitted proposal to the National Science Foundation for a "Teacher Institute for the 21<sup>st</sup> Century." Amount: \$5,000,000 for five years.

**2002-03:** Submitted proposal to the National Science Foundation for "Implementing Value-added Student Recruitment and Retention Activities in an Articulated Technology Education Program. Amount: \$143,148 for three years.

**2001-02:** Submitted proposal to the National Science Foundation for "Collaborative Efforts of Colleges, Schools and Industries to Prepare Highly Qualified Technicians and Technology Instructors. Amount: \$185,000 for three years.

**1996-97:** Florida Department of Education and the University of Florida. Served as Content Reviewer for the Florida Teacher Certification Examination in Business Teacher Education.

## **PAGE 11, VITAE', MARY L. YOUNG**

**1995-96:** Collegiate Press, Alta Loma, California. Served on the Editorial Board to evaluate the current edition of Electronic Keyboarding.

**1992-93:** Florida Department of Education. Vocational-Technical Skills Updating Through Distance Learning Grant.

**1991-92:** Florida Department of Education. Technical Training Grant.

**1991-92:** Florida A&M University. Cortez Peters Championship Typewriting Methodology Workshop.

**1990-91:** Florida Department of Education. Vocational Student Achievement Testing Grant.

## **PRESENTATIONS**

Community Human Service Partnership Grant, **2007-2015**. *Presented Academic Achievement Program for Grades K-12* grant to United Way, City of Tallahassee, and Leon County Citizens' Review Team.

Community Human Service Partnership Grant, **April 27, 2006**. Presented *Academic Achievement Program for Grades K-12* grant to United Way, City of Tallahassee, and Leon County Proposal Review Team.

National Business Education Association Annual Convention, **April 12-15, 2006**, Tampa Convention Center. Served as Assistant Coordinator for workshop entitled, "Business Etiquette—Avoid Workplace Faux Pas."

Presented College of Education graduates from the Department of Business and Technology Education during "Pinning Ceremony," **April, 2004**.

Presented Community Human Service Partnership Grant to members of the Proposal Review Committee of United Way, City of Tallahassee, and Leon County, **April 22, 2004**.

Presented College of Education graduates from the Department of Business and Technology Education during "Pinning Ceremony," **December, 2003**.

Presented Certificate of Appreciation to Dr. Jerrlyne Jackson during Retirement Ceremony for 40 years of service to Florida A&M University. Tallahassee, Florida: Doubletree Hotel, **June 21, 2003**.

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Presented Certificates of Achievement to Black History Brain Bowl Participants for District and Regional winnings, Awards Banquet, Miccosukee Community Center, **January 25, 2003.**

Presented to **Tallahassee Housing Authority participants** workshop on "Opening the Lines of Communication between Parents and Teachers," **August 29, 2002.**

Presented Certificate of Achievement to children who participated in *Saturday Summer School*. Sponsored by the Miccosukee Youth Education Foundation, **August 10, 2002.**

Presented an honorary Plaque to Dr. Herbert C. Beacham for 42.5 years of service to Florida A&M University during his retirement ceremony. Tallahassee, Florida: Chez Pierre Restaurant and Banquet, **December 31, 2001.**

**Keynote Speaker**, Concord School First Class Reunion, Holiday Inn Select, Tallahassee, Florida, **July, 1999.**

## **PUBLICATIONS**

**Young, Mary L. (2008).** Biography of William Henry Holtzclaw. *African American National Biography*, Vol. 4. New York: Oxford University Press, 289-90.

**Young, Mary L. (2008).** Biography of Charles Spencer Smith. *African American National Biography*, Vol. 7. New York: Oxford University Press, 258-59.

**Johnson, Jack E., Cotton, Delores Sykes, & Judith, Chiri-Mulkey (2007).** *Glencoe Keyboarding with Computer Applications, Teacher Wraparound Edition*. **Contributing Author: Dr. Mary L. Young.** Glencoe/McGraw-Hill Publishers.

**Bowman, Joel P. and Branchaw, Bernadine P. (2004).** *Professional Report Writing*, First Edition. Revised by **Dr. Mary L. Young.** Thomson: South-Western Publishing Company.

**Bowman, Joel P. and Branchaw, Bernadine P. (2004).** *English and Grammar Skills Review for Business*, First Edition. **Edited with Selections by Dr. Mary L. Young.** Thomson: South-Western Publishing.

**Young, Mary L. (2004).** *Historical development of business education.* Florida Agricultural and Mechanical University: Negro Educational Review, Unpublished.

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**Young, Mary L. (1998).** Improved business communication skills: A must for the 21<sup>st</sup> century. Florida Technology in Education Quarterly, 9(4). 1-3.

**Frazier, Rhonda & Young, Mary L. (1998).** Future directions of business education. Florida Technology in Education Quarterly, 9(4). 19-21.

**Wheatley, Sandy & Young, Mary L. (1998).** Technology and its influence on business education curriculum. Florida Technology in Education Quarterly, 9(4). 22-25.

**RESEARCH (MASTER THESIS COMMITTEES )**

Chaudhuri, Supti **(2003)**. An Interactive Learning Environment for an Undergraduate Computer Science Course. Florida A&M University: Department of Computer and Information Systems.

Davis, Martina M. **(2003)**. Using Machine Learning to Automatically Construct Spoken Language Dialogue Models. Florida A&M University: Department of Computer and Information Systems.

Shah, Deven **(2003)**. Object Oriented Reverse Engineering, A Case Study: Documentation of Java Speech Builder (JSBB). Florida A&M University: Department of Computer and Information Systems.

Stitt, Pamela **(2002)**. Performance Prediction for the MIPS Processor. Florida A&M University: Department of Computer and Information Systems.

Wang, Qian **(2002)**. A Graphic User Interface for a Software Timing Tool. Florida A&M University: Department of Computer and Information Systems.

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**REFERENCES**

Senator Bill Montford  
Senate Office Building  
404 South Monroe Street  
Tallahassee, FL 32399  
(850) 577-5784

Dr. Fred Gainous, Director  
Center for Agricultural Research (Retired)  
Florida A&M University  
Tallahassee, FL 32307  
(850) 459-4726

Mrs. Carrie S. Herring  
3603 Hood Court  
Tallahassee, Florida 32311  
(850) 933-9629