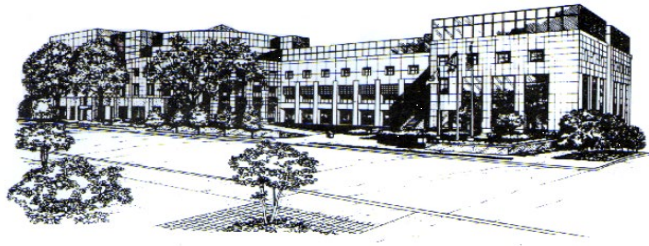


# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA REGULAR MEETING

**Tuesday, April 23, 2019  
3:00 p.m.**

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



### *COUNTY COMMISSIONERS*

Jimbo Jackson, Chairman  
District 2

Bryan Desloge, Vice Chair  
District 4

Kristin Dozier  
District 5

Mary Ann Lindley  
At-Large

Nick Maddox  
At-Large

Rick Minor  
District 3

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 and minutes are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov).

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 (Section 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, April 23, 2019, 3:00 p.m.

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### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by Rabbi Jack Romberg from Temple Israel

Pledge of Allegiance by Commissioner Bryan Desloge

### **AWARDS AND PRESENTATIONS**

- Proclamation Recognizing April as Guardian Ad Litem and National Child Abuse and Prevention Month  
*(Chairman Jackson)*
- Proclamation Recognizing May as National Bike Month  
*(Commissioner Desloge)*
- Proclamation Recognizing Dr. Alexander D. Brickler's Retirement after 60 years and Delivering 30,000 Babies  
*(Commissioner Lindley)*
- Proclamation Recognizing Kelli Walker, the District Volunteer Coordinator for Leon County Schools and the Partners in Excellence Program at Montford Middle School  
*(Commissioner Proctor)*
- Proclamation Recognizing the FAMU Marching 100 Band for Participating in the Rose Bowl Parade  
*(Commissioner Proctor)*

### **CONSENT**

1. Minutes: December 10, 2018 FY 2018/2019 Board Retreat, February 26, 2019 Comprehensive Plan Amendments 2019 Cycle Joint Workshop and March 29, 2019 Community Legislative Dialogue Meeting Minutes  
*(Clerk of Court)*
2. Payment of Bills and Vouchers  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
3. Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency and a Lease Agreement between Leon County and Blueprint  
*(County Administrator/ County Attorney/ Office of Financial Stewardship)*
4. Agreement for Medical Examiner Services and Use of New Medical Examiner Facility  
*(County Administrator/ County Attorney/ Office of Financial Stewardship)*
5. Federal Election Activities Grant for Fiscal Year 2018-2019  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*

6. Request to Schedule a Workshop on Leon County Detention Facility Operations  
*(County Administrator/ County Administration)*
7. Knight Foundation Grant for the Multi-City/State Tour of Innovative Public Library Systems  
*(County Administrator/ County Administration)*
8. Tallahassee Animal Services Shelter Operational Assessment  
*(County Administrator/ Emergency Medical Services/ Animal Control)*
9. Request to Schedule the First and Only Public Hearing to Consider a Fourth Amendment to the Southwood Integrated Development Order for June 18, 2019 at 6:00 p.m.  
*(County Administrator/ Development Support & Environmental Management)*
10. Plat of the Brookside Village Subdivision  
*(County Administrator/ Public Works)*
11. Maintenance Agreement with the City of Tallahassee for the Landscaping of Portions of Capital Circle Northwest and Capital Circle Southeast  
*(County Administrator/ Public Works)*
12. Status Report on Leon County's Continuing Use and Enhancement of Mobile Applications  
*(County Administrator/ Community & Media Relations/ Office of Information Technology/ Tourism)*
13. Enhancements to the Employee Years of Service Recognition Program and Updates to the Human Resources Personnel Policies and Procedures  
*(County Administrator/ Human Resources)*

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

14. FY 2019 Commissioner Discussion Items Semiannual Status Report  
*(County Administrator/ County Administration)*
15. Annual Investment Report for Fiscal Year 2017-2018  
*(Clerk of Court)*

**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**

16. First Quarter 2019 Economic Dashboard and Report on Economic Indicators, Comparative Data and Performance Measures  
*(County Administrator/ PLACE/ Office of Economic Vitality)*
17. Contracting for Additional Building Plans Review Services  
*(County Administrator/ Development Support & Environmental Management)*

18. Bid Award to OliverSperry Renovation and Construction, Inc. for Renovations to the State Attorney's Office (*County Administrator/Public Works*)
19. Voluntary Annexation Proposal from Cambridge Parc, LLC, to Annex Properties Located at 4680, 4732, and 4738 Thomasville Road  
(*County Administrator/ Development Support & Environmental Management*)
20. Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board  
(*County Administrator/ County Administration*)

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

21. 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 (R-3) District to the Light Industrial (M-1) District  
(*County Administrator/ PLACE/ Planning*)

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

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

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- Capital Region Community Development District Meeting Minutes for November 8, 2018 and January 10, 2019
- Leon County Research & Development Authority Financial Statement for Fiscal Year ending September 30, 2018

**ADJOURN**

*The next Regular Board of County Commissioner's meeting is scheduled for  
**Tuesday, May 14, 2019 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 contact 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

#### 2019 Tentative Meeting Schedule

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

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting</b>
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>
<del>February 26</del>	<del>Tuesday</del>	<del>3:00 p.m.</del>	<del>Regular Board Meeting</del> <i>Cancelled</i>
March 12	Tuesday	3:00 p.m.	Regular Board Meeting
March 12	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2019 Cycle Comprehensive Plan Amendments</i>
<del>April 9</del>	<del>Tuesday</del>	<del>3:00 p.m.</del>	<del>Regular Board Meeting</del> <i>Cancelled</i>
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 Comprehensive 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
<del>September 10</del> 17	Tuesday	3:00 p.m.	Regular Board Meeting
<del>September 10</del> 17	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 10	Tuesday	3:00 p.m.	Regular Board Meeting
<del>December 9</del> January 27	Monday	9:00 a.m.	Board Retreat

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2019 Tentative Meeting Schedule**

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>January 2019</b>	<b>Tuesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<i>Monday 7 – Tuesday 8</i>		<i>FAC New Commissioner Workshop Alachua County; Gainesville, FL</i>
	<b>Tuesday 8</b>	<b>No meeting</b>	<b>BOARD RECESS</b>
	<i>Thursday 10 &amp; Friday 11</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 15	<del>1:30 p.m. Cancelled</del>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	<b>Monday 21</b>	<b>Offices Closed</b>	<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule
<b>February 2019</b>	Friday 1	2:00 p.m.	Leon County Legislative Delegation Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 5, Building and Construction Regulation, to Address the Requirements for Tiny Houses
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Gaines Street Right-of-Way Encroached Upon by Waterworks Property
	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
		<del>3:00 p.m. Cancelled</del>	<del>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
	Thursday 28	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
<b>March 2019</b>	<i>Saturday 2 – Wednesday 6</i>		<i>NACO Legislative Conference Washington, DC</i>
	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
		6:00 p.m.	First and Only Public Hearing to Consider the Second Amendment to Southwood Integrated Development Order
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 27</i>	<i>7:30 a.m. – 7:00 p.m.</i>	<i>FAC Legislative Day Challenger Learning Center, Tallahassee, FL</i>
	Friday 29	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>April 2019</b>	<del>Tuesday 9</del>	<del>3:00 p.m. Cancelled</del>	<del>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>

Month	Day	Time	Meeting Type
<b>April 2019 (cont.)</b>	<i>Thursday 11 &amp; Friday 12</i>	<i>Seminar 3 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 16	<del>9:00 a.m. – 1:00 p.m.</del> 1:30 p.m.	Capital Region Transportation Planning Agency <del>Workshop/Retreat</del> City Commission Chambers
	Tuesday 23	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending Official Zoning Map to Change Zoning Classification from Single- and Two-Family Residential District (R-3) District to Light Industrial (M-1) District (Tower Rd.)
<b>May 2019</b>	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
		6:00 p.m.	First & Only Public Hearing to Consider Third Amendment to Southwood Integrated Development Order
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 27</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>June 2019</b>	<i>Tuesday 11 - Friday 14</i>		<i>FAC Annual Conference &amp; Educational Exposition Orange County; 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
		<b>6:00 p.m.</b>	<b>First and Only Public Hearing to Consider a Fourth Amendment to the Southwood Integrated Development Order</b>
	Thursday 27	3:00 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) County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		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>
	<i>Wednesday 24 – Saturday 27</i>		<i>National Urban League Annual Conference Indianapolis, Indiana</i>
<b>August 2019</b>	<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 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	<del>Tuesday 17</del> <b>Monday 16</b>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers

Month	Day	Time	Meeting Type	
<b>September 2019 (cont.)</b>	Tuesday 17	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 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*	
	Wednesday 25 – Thursday 26		<i>FAC Innovation Policy Conference Bay County; Panama City Beach, FL</i>	
	<i>TBD (typically mid-September)</i>		<i>Congressional Black Caucus Annual Legislative Conference TBD</i>	
<b>October 2019</b>	Monday 14	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD	
	Tuesday 15	<b><u>12:00 -1:30 p.m.</u></b>	<b><u>Workshop on the Fundamentals of the Comprehensive Plan</u></b>	
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	
	<i>Sunday 20 – Wednesday 23</i>		<i>ICMA Annual Conference Nashville, TN</i>	
	Tuesday 29	<b><u>1:00 p.m. – 3:00 p.m.</u></b>	<b><u>Workshop on Leon County Detention Facility Operations</u></b>	
		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	
	<i>Wednesday 20 – Friday 22</i>		<i>FAC Legislative Conference Broward County; Fort Lauderdale, FL</i>	
	<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>	
	<del>Monday 9</del>	<del>9:00 a.m. – 4:00 p.m.</del>	<del>Board Retreat TBD</del>	<i>Rescheduled to January 27</i>
<b>December 2019</b>	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>
	Monday 27	9:00 a.m.- 4:00 p.m.	Board Retreat – Location TBD	



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

### **Current and Upcoming Vacancies**

[leoncountyfl.gov/committees](http://leoncountyfl.gov/committees)

#### **CURRENT VACANCIES**

##### **Board of Adjustment & Appeals**

Board of County Commissioners (1 appointment)  
Tallahassee City Commission (4 appointments)

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

Board of County Commissioners (1 appointment)

##### **Leon County Educational Facilities Board**

Board of County Commissioners (1 appointment)

#### **UPCOMING VACANCIES**

##### **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)

##### **JUNE 30, 2019**

##### **Architectural Review Board**

Board of County Commissioners (2 appointments)

##### **Board of Adjustment and Appeals**

Board of County Commissioners (2 appointments)

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

Board of County Commissioners (1 appointment)

##### **Planning Commission**

Board of County Commissioners (1 appointment)

**JULY 31, 2019**

**Investment Oversight Committee**

Board of County Commissioners (2 appointments)

**Leon County Educational Facilities Authority**

Board of County Commissioners (1 appointment)

**Water Resources Committee**

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

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

Commissioner - District III: Minor, Rick (1 appointment)

**SEPTEMBER 30, 2019**

**Council on Culture & Arts**

Board of County Commissioners (3 appointments)

**Housing Finance Authority of Leon County**

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

**Science Advisory Committee**

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

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

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

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

Board of County Commissioners (3 appointments)

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

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

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

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

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Agenda Item #1

April 23, 2019

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

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



**Title:** Minutes: December 10, 2018 FY 2018/2019 Board Retreat, February 26, 2019 Comprehensive Plan Amendments 2019 Cycle Joint Workshop and March 29, 2019 Community Legislative Dialogue Meeting Minutes

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

### **Statement of Issue:**

This agenda item seeks Board review and approval of the following minutes: December 10, 2018 FY 2018/2019 Board Retreat, February 26, 2019 Comprehensive Plan Amendments 2019 Cycle Joint Workshop, and March 29, 2019 Community Legislative Dialogue Meeting Minutes.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the minutes of the December 10, 2018 FY 2018/2019 Board Retreat, February 26, 2019 Comprehensive Plan Amendments 2019 Cycle Joint Workshop and March 29, 2019 Community Legislative Dialogue Meeting Minutes

### **Attachments:**

1. December 10, 2018 FY 2018/2019 Board Retreat
2. February 26, 2019 Comprehensive Plan Amendments 2019 Cycle Joint Workshop
3. March 29, 2019 Community Legislative Dialogue Meeting Minutes

**Board of County Commissioners  
Leon County Florida  
FY 2018/2019 Strategic Planning Retreat  
Goodwood Carriage House  
December 10, 2018**

The Leon County Board of County Commissioners met for its FY 2018/2019 Strategic Planning Retreat at the Goodwood Carriage House on December 10, 2019 at 9:00 a.m.

Present were Chairman Jimbo Jackson, Vice-Chairman Bryan Desloge and Commissioners Mary Ann Lindley, Nick Maddox, Rick Minor, and Kristin Dozier. Commissioner Bill Proctor was absent. Also present were County Administrator Vince Long, County Attorney Herb Thiele and Clerk to the Board Rebecca Vause.

1. Chairman Jackson called the Retreat to order. He offered welcoming remarks and provided an overview of the day's agenda, noting the theme of "Building a Stronger Community with Social Infrastructure." He then invited fellow Commissioners to offer comment and share their thoughts for the day.
2. County Administrator Long provided introductory remarks and expressed appreciation for the consistent direction provided by the Board. He utilized a graphic to illustrate the complete cycle of how Leon County aligns its strategic processes and optimizes resources throughout the organization to address the community's most pressing issues and achieve the County's top priorities. He noted that this process is utilized throughout the entire organization in efforts such as the budget process, various agenda items, how results are reported to the community, and employee evaluation. County Administrator Long then shared that the day was divided into two sections: 1) Social Infrastructure, which would include a presentation and a facilitated discussion by Dr. Eric Klinenberg, a nationally recognized sociology professor and author and 2) Progress and Update of the Strategic Plan.

**SECTION ONE: Social Infrastructure**

3. Update on the County's Recent & Ongoing Social Infrastructure Initiatives: County Administrator Long provided an update on the recent and ongoing social infrastructure initiatives. Some of the examples highlighted by the County Administrator included:

Recent Initiatives

- Enhancements to the Library System
- Community Gardens
- Cascades Park
- Livable Infrastructure for Everyone (L.I.F.E.)
- Apalachee Regional Park/Landfill Closure
- Greenways Master Plan
- Blueprint Capital Projects
- Signature Landscape Features at Pedrick Park
- Dog Parks in Unincorporated Leon County

Upcoming Initiatives

- Blueprint 2020 Sales Tax Extension
- Miccosukee Sense of Place Initiative
- Orange Avenue Apartments Redevelopment/Purpose Build Communities
- Public Libraries Study Tour

4. Social Infrastructure for a Stronger Community

Dr. Eric Klinenberg provided a presentation of social infrastructure, which is the focus of new book *Places for the People: How Social Infrastructure Can Help Fight Inequality, Polarization, and the Decline of Civic Life*. His presentation highlighted and further explored the topic of “social infrastructure” – the places, events, and resources that strengthen communities by fostering social interactions and building relationships.

The Board entered into a facilitated discussion with Dr. Klinenberg, which centered on how to continue to build a vibrant social infrastructure system in Leon County.

There was considerable discussion by the Board on how the County’s library system, its parks and other amenities help build social infrastructure in the community.

Following is a brief summation of Commissioner comments:

- Commissioner Desloge brought up the high poverty rate in the County’s 32304 zip code and questioned why some poor neighborhoods fare better than others. He referenced projects such as Apalachee Regional Park, Cascades Park, Palmer Munroe Teen Center and pondered how those type of initiatives could be memorialized. He also suggested an inventory of all property owned by local government to ensure that it is being used to its full potential.
- Commissioner Lindley noted the improvements by the County to the Orange Avenue/Meridian Road area and suggested that the Dr. B.L. Perry, Jr. Branch Library has the potential for expansion/enhancement.
- Commissioner Maddox discussed the types of infrastructure that would appeal to a 12-18-year-old and submitted that there are many children who would not seek out an environment such as a library. He asserted that the areas most impoverished in the county are the weakest in social infrastructure and asked how to engage the City in those areas within the City limits.
- Commissioner Dozier commented that there may be more opportunity for partnering with the City. She remarked that policy decisions being made today will be the catalyst for future developments and that the Board should be cognizant of this when considering land use policies, rezonings, etc. She suggested that future agenda items include an analysis on how the item contributes to the County’s efforts to build social infrastructure. (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)
- Commissioner Minor submitted that local government should seek a “buy in” from the community so as to foster a feeling of ownership. He also suggested that the County look at its many successes and determine what and where they could be replicated, going forward.
- Chairman Jackson also spoke of the economic situations of the 32304 zip code and noted the importance of keeping kids engaged after school and the need for places that offer space and activities.

In conclusion, Dr. Klinenberg complimented the County on the “tremendous start and impressive investments” it had already made in the area of social infrastructure. He suggested that the question before the Board was how to assess and prioritize future investments. He also noted that there are municipalities that have, on their own, imposed additional taxes to pay for enhancements in social infrastructure type projects, such as libraries.

County Administrator Long noted that there is not a dedicated funding source for the County’s library system and it is funded from General Revenue.

## SECTION TWO: Progress and Update of Strategic Plan

### 5. Strategic Plan Update

County Administrator Long reviewed the FY 2017-2021 Strategic Plan, including the vision statement, mission statement and strategic priorities.

- The current vision statement reads: *“A community that is safe, healthy and vibrant.”*
- The current mission statement reads: *“To efficiently provide public services which serve and strengthen our community.”*
- The current strategic priorities: Economy, Environment, Quality of Life, and Governance.

No action was taken by the Board on the vision statement, mission statement or strategic priorities.

#### A. Progress Towards Five-Year Targets and Bold Goals

County Administrator Long provided an update on the County’s progress toward each priority area’s bold goals and five-year targets, including the ongoing efforts to achieve these stretch goals.

##### Economy:

- *Priority:* To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality.
- *Bold Goal:* Grow the five-year tourism economy to \$5 billion.
- *5-Year Targets:*
  - Attract 80 state, regional, or national championships across all sports
  - Co-create 500 entrepreneur ventures and 11,500 new jobs, including 400 high-wage jobs
  - Connect 5,000 students and citizens to middle skilled job career opportunities
  - Host 100,000 residents and visitors as part of the Amphitheater County Concert Series

##### Environment:

- *Priority:* To be a responsible steward of our precious natural resources in our continuous efforts to make Leon county a place which values our environment and natural beauty as a vital component of our community’s health, economic strength, and social offerings.
- *Bold Goal:* Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone.
- *5-Year Targets*
  - Plant 15,000 trees including 1,000 in canopy roads
  - Ensure 100% of new County building construction, renovation, and repair utilize sustainable design
  - 75% community recycling rate
  - Construct 30 miles of sidewalks, greenways and trails

##### Quality of Life

- *Priority:* To be a provider of essential services which promote the well-being of our citizens and the livability of our community in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community.
- *Bold Goal:* Secure more than \$100 million in Veteran Affairs benefits for Leon County veterans and their families.
- *5-Year Targets*
  - Double the number of downloadable books at the library
  - Construct 100 fire hydrants
  - Train 8,500 citizens in CPR/AEDs
  - Open 1,000 new acres of park land to the public

### Governance

- *Priority:* To be a model for local governance with innovative, competent, and responsible public servants, committed to promoting integrity, creating meaningful opportunities for citizen engagement and co-creation, and ensuring fiscal stewardship.
- *Bold Goal:* Implement 500 citizen ideas, improvements, solutions and opportunities for co-creation.  
Commissioner Desloge suggested that the County highlight implemented citizen ideas on the County's website and social media. (It was agreed that this suggestion would be incorporated as an "administrative item" for follow up from staff.)
- *5-Year Targets*
  - Reduce by at least 30% the average time it takes to approve a single family building permit
  - Achieve 90% employee participation in the County's "My Rewards" Well Being Program
  - Reduce by 60% the outstanding debt of the County
  - 100% of employees are trained in Customer Experience, Diversity and Domestic Violence, Sexual Violence & Stalking in the Workplace

### B. Strategic Initiatives – Overview and Amend or Add

County Administrator Long updated the Board on strategic initiatives that are complete or in progress, advising that 42 (72%) of the 58 total strategic initiatives were completed during FY 2018, while the remaining 16 (28%) are in progress. The County Administrator noted that categorizing a strategic initiative as complete does not necessarily mean that work is completed, but rather they are ongoing and will require ongoing resources and support.

County Administrator Long advised that this was the portion of the agenda where the Board discusses amending or adding Strategic Initiatives to the current FY2017-2021 Strategic Plan. He noted that the Board was provided in its agenda, a number of potential Strategic Initiatives for consideration. The County Administrator stated that these potential strategic initiatives represent the next step in advancing a number of existing strategic initiatives.

The Board then engaged in open discussion identifying new initiatives for the upcoming year. Chairman Jackson then reminded the Board that a majority vote was needed to add or amend a strategic initiative.

Outlined below are new strategic initiatives and administrative items requested by the Board.

### Commissioner Minor:

- Suggested, for consistency, that the term "greenhouse gas emissions", mentioned as part of the potential strategic initiative for Board consideration (Environment), be amended to "carbon footprint".
- New Initiative: Explore ways to promote and build upon Leon County's success in citizen engagement by identifying additional ways to increase the quantity and quality of citizen input opportunities. *Commissioner Minor moved, duly seconded by Commissioner Maddox to approve as new Strategic Initiative. The motion carried 6-0 (Commissioner Proctor absent).*
- New Initiative: To increase information available to the public regarding blue-green algae blooms, fishing advisories, invasive species, and general water quality, and add education kiosks at Leon County boat landings. *Commissioner Minor moved, duly seconded by Commissioner Maddox to approve as new Strategic Initiative. The motion carried 6-0 (Commissioner Proctor absent).*
- Explore alert system for childcare and preschool facilities, keeping them informed about active shooter situations and/or other emergencies in their immediate vicinities. (It was agreed that this suggestion would be incorporated as an "administrative item" for follow up from staff.)



#### Commissioner Dozier

- Conduct a holistic assessment of the County’s water quality and stormwater management program in collaboration with the City and to include the Florida Association of Counties 2019 Adopted Building Principles and citizen input. (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)
- Partner with Leon County Schools to incorporate the libraries into a civic education program, including registering for a library card.
  - Commissioner Maddox asked that consideration be given to rebranding/repurposing of libraries as a place for individuals to congregate and while there, get a cup of coffee or refreshment, i.e., Starbucks.
  - Commissioner Dozier noted that bus access was lost when the Eastside library was relocated and requested that any assessment include accessibility.
  - (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)
- Submitted that the County has not been utilizing its arts, culture and heritage grant money, process and partnerships as efficiently as possible. She suggested an assessment of how the County conducts the grant process to ensure that the best, most efficient and transparent process is being used. She inquired if the Board would want to engage its partners in evaluating alternative structures for administering cultural grants, in partnership with the City.
  - Commissioner Maddox asked, even in consideration of Commissioner Dozier’s suggestion, that COCA be invited to make presentation to the Board on its process and any other ways the process has been or will be improved and if there’s any way the County can assist in improving the process.
  - (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)

#### Commissioner Maddox

- New Initiative: To incorporate social infrastructure into the comprehensive plan land use element update. *Commissioner Maddox moved, duly seconded by Commissioner Lindley, to approve as a new initiative. The motion carried 6-0 (Commissioner Proctor absent).*
- To evaluate the effectiveness of existing County supported re-entry programs and seek other opportunities to further enhance re-entry efforts.
  - Commissioner Lindley suggested that the County explore ways it can assist the Supervisor of Elections to register former felons to vote.
  - New Initiative: To continue to evaluate the effectiveness of existing County support re-entry programs, explore other opportunities to further enhance re-entry efforts and work with the Supervisor of Elections to assist former felons with registering to vote. *Commissioner Maddox moved, duly seconded by Commissioner Dozier, to approve as a new initiative. The motion carried 6-0 (Commissioner Proctor absent).*
- Enhance partnership with CareerSource to increase job and economic opportunities for local veterans. *Commissioner Maddox moved, duly seconded by Commissioner Lindley, to approve as a new initiative. The motion carried 6-0 Commissioner Proctor absent).*

#### Commissioner Lindley

- New Initiative: Pursue National Association of Counties (NACo’s) Sol Smart designation.
  - Commissioner Dozier cited Mayor Dailey’s support of solar energy and the opportunity to better partner with the City in this endeavor.
  - *Commissioner Lindley moved, duly seconded by Commissioner Maddox, to approve as a new initiative. The motion carried 6-0 (Commissioner Proctor absent).*
- Explore opportunities to provide heavy equipment training in cooperation with the City, Leon County Schools, and Lively Technical Center, including the possible use of alternative

training technologies. (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)

- Incorporate social infrastructure analysis as part of future agenda items, when applicable. (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)
- Evaluate moving the Annual Board Retreat to January. (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)

Vice-Chairman Desloge:

- New Initiative: Implement a minimum grid bicycle route network, to further promote Leon County as a biking community. *Commissioner Desloge moved, duly seconded by Commissioner Lindley, to approve as a new initiative. The motion carried 6-0 (Commissioner Proctor absent).*
- Explore the applicability of “social impact bonds” in Leon county. (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)
- Suggested a joint meeting with the City to discuss various topics of interest/concern to both the City and County.
  - County Administrator Long advised that Mayor Dailey has initiated a meeting between the City, County, FSU, FAMU, TCC and School Board and he would provide more details about this meeting to the Commission.
  - Commissioner Maddox asked that strategic plans for partners such as the City, FSU, FAMU, TCC etc. are easily accessible as needed for reference.
  - (It was agreed that this suggestion would be incorporated as an “administrative item” for follow up from staff.)

Chairman Jackson

- New Initiative: Develop an emergency management plan for controlled release of water at the C.H. Corn hydroelectric dam. *Commissioner Desloge moved, duly seconded by Commissioner Jackson, to approve as a new initiative. The motion carried 7-0.*

County Administrator Long expressed his appreciation to the Board for its continued leadership and guidance.

The Board thanked staff for its hard work in planning the Retreat.

Chairman Jackson adjourned the Retreat at 1:53 p.m.

**LEON COUNTY, FLORIDA**

ATTEST:

BY: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

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

**JOINT WORKSHOP**  
**Leon County Board of Commissioners & Tallahassee City Commission**  
**2019 Cycle Comprehensive Plan Amendments**  
**County Courthouse**  
**Tuesday, February 26, 2019**

The City and County Commissions met in a joint session on February 26, 2019, in the County Commission Chambers with County Commissioners Jimbo Jackson, Nick Maddox, Kristen Dozier, Mary Ann Lindley and Rick Minor present; and Mayor John Dailey and City Commissioners Elaine Bryant, Jeremy Matlow, Curtis Richardson and Diane Williams-Cox present. Also present were County Administrator Vince Long, County Attorney Herb Thiele, Senior Assistant City Attorney Louis Norvell; and members of County and City staffs. County Commissioner's Bryan Desloge and Bill Proctor were absent.

Chairman Jimbo Jackson called the Joint County/City Workshop on Cycle 2019 Comprehensive Plan Amendments to order at 1:05 p.m.

**Review of Proposed Cycle 2019 Comprehensive Plan Amendments**

Cherie Bryant, Tallahassee-Leon County Planning Director, explained that the intent of today's workshop was to provide an opportunity for Commissioners to review the amendments in this cycle and request any additional information from staff prior to the scheduled public hearings. Ms. Bryant also noted that time had been reserved for discussion on the Land Use Element update.

Mr. Artie White, Tallahassee-Leon County Planning Department, shared that there were four amendments in this year's cycle (three map amendments – one City and two County, and one text amendment). He advised that no votes would be taken at this time; however, a public hearing would be held on March 12, 2019 to adopt the small-scale map amendments and the transmittal of the large-scale amendment. He stated there were a total of 11 different elements and that he would discuss two for the 2019 Cycle Amendments and two others for the Land Use Element Update. He noted that the Comp Plan is governed by State Statute, specifically Chapter 163 in the Florida Statutes. He gave a history of the Leon County Comp Plan that was originally adopted in 1990.

Mr. White provided a thorough review of the following amendments:

- **TMA 2019 02: Murat Subdivision**

Map Amendment: The proposed amendment would change the Future Land Use Map (FLUM) designation of the Murat Subdivision from Residential Preservation (RP) to University Transition (UT). Residential Preservation is a land use category that allows residential development up to six units per acre. University Transition is a land use category that allows residential development up to fifty units per acre and smaller scale retail commercial to provide essential services to immediate residents and ancillary needs of universities. This map amendment is considered a small-scale amendment and is located within City limits. He noted that at the March 12, 2019 public hearing it would only be voted on by the City Commission and as it is a small-scale amendment, the process is shorter.

Mr. White stated that approval is recommended by staff and the Local Planning Agency and the amendment was privately initiated.

Commissioner Lindley recalled previous discussions surrounding the County voting on City amendments and vice versa. A decision was made, and clarified in the

Intergovernmental Coordination Element of the Comp Plan, that joint meetings would continue; however, votes on amendments would only be taken from the affecting Commission.

Commissioner Maddox, noting the current University Transition zoning throughout the area, established that staff has gradually made amendments to the area based on the change in character of the neighborhoods from residential to more student oriented.

Commissioner Dozier suggested that, for areas such as this, it would be helpful to be provided a larger map which would provide a broader scope of the area being considered for rezoning.

Commissioner Richardson established with staff that there remains one more pocket of property in that area that remains Residential Preservation and may come before the Commissions for rezoning.

Commissioner Maddox voiced his interest in protecting a Residential Preservation designation in the Frenchtown area and would not support any more encroachment of a University Transition designation into that area. He stated that, should amendments for that area come forward, he would want to be provided a larger map showing how the rezoning would fit into the whole area (as mentioned by Commissioner Dozer).

- **LMA 2019 01: Tower Road Light Industrial**

Map Amendment: The proposed amendment would change the Future Land Use Map (FLUM) designation of the subject site from Urban Residential -2 (UR-2) to Industry and Mining (IM). Urban Residential-2 is a land use category that allows light industrial, mining, or industrial uses. This map amendment is considered a small-scale amendment and is located in unincorporated Leon County.

Mr. White stated that approval is recommended by staff and the Local Planning Agency and the amendment was privately initiated.

- **LMA 2019 02: Bexar, LLC**

Map Amendment: The proposed amendment would change the Future Land Use Map (FLUM) designation of the subject site from Urban Residential-2 (UR-2) to Suburban (SUB). Urban Residential-2 is a land use category that allows residential development up to twenty units per acre. Suburban is a land use category that allows residential development up to twenty units per acre and non-residential development based on implementing zoning district. In area lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. This map amendment is considered a large-scale amendment and is located in unincorporated Leon County.

Mr. White stated that approval is recommended by staff and the Local Planning Agency and the amendment was privately initiated.

Commissioner Richardson confirmed with Mr. White that staff are not aware of any plans to annex the property at this time.

Commissioner Dozier offered that this is a substantial change to the area and suggested that a broader conversation of future plans would be helpful.

- **TTA 2019 005: Capital Improvements Element**

Text Amendment: The proposed amendment to the Capital Improvements Element would reflect the statutory process for adopting the District School Board's 5 – Year District Facilities Work Program in the Capital Improvements Schedule.

The proposed amendment changes the procedure for adopting the Leon County Schools 5-Year District Facilities Work Program. The proposed amendment would provide for the adoption of the District Facilities Work Program by ordinance as part of the Capital Improvements Schedule instead of providing for the adoption by reference in Policy 1.2.8: [CI]. This amendment is proposed to improve consistency with Ch. 163.3177(3)(b), Florida Statutes.

Mr. White stated that approval is recommended by staff and the Local Planning Agency and the amendment was publicly initiated.

### **Joint County-City Commission Workshop on the Land Use Element Update**

Mr. White provided an update on staff's efforts. He stated that the goals of the Comprehensive Plan Update project are to align the land use and development plan with established community priorities, beginning with a comprehensive assessment and revision of the Land Use Element. He conveyed that the current Land Use Element contains a number of structural issues that would be addressed throughout the update process.

Mr. White elaborated on:

- Why the update was requested/needed citing such issues as the removal of orphaned objectives and outdated policies, the removal of detailed development regulations which are more appropriate for inclusion in the land development regulations, inclusion of dates that have passed, elimination of completed initiatives, and more focus on statutory requirements and specific items of interest that lack a relationship to other elements of the plan.
- The opportunities that an update offers, such as the ability to refocus policies on local priorities, to simplify, to be more specific, to remove redundancy, to be more user friendly, to incorporate recent planning efforts, and to improve coordination with the Florida Department of Transportation.

He submitted that the Comprehensive Plan has served the community well and offered examples such as the Urban Services Area, Southern Strategy Area, Complete Streets Policy, and Rural and Lake Protection Land uses. He then provided an overview of staff's outreach and public engagement efforts which have utilized social media, on-line survey on community values, and community workshops. Mr. White shared that common themes heard throughout the community included: 1) Affordability; 2) Improved Access; 3) Environment; 4) Housing; 5) Community Character; 6) Safety and Comfort; 7) Global Challenges; 8) Energy and Environmental Efficiency, and 9) Human Interaction. He noted that the schedule of meetings and information about the project are available at: <http://www.talgov.com/LandUseUpdate>.

Mr. White articulated efforts related to data collection and analysis and how this information is being utilized within the update. He then concluded his presentation by providing next step efforts for the update process.

Commissioner Minor commended staff for its public outreach efforts. He noted it might be helpful, as far as public opinion on transparency and trustworthiness, to highlight the differences and divergences from the original plan. He believes, based on his conversations with the public, that the more the commissions discuss changes publicly and honestly, the

more engaged and responsive the public will be. Secondly, Commissioner Minor expressed his gratitude for staff spending time on data analysis, observing that the more information the commissions have, the better able they are to make intelligent decisions.

Commissioner Bryant remarked on the need for a vision statement, which she acknowledged would differ from one sector of the Land Use Element to another. She also recommended that performance measures be included as part of the update to ensure that objectives are being achieved.

Commissioner Williams-Cox referenced an email that was sent to City Commissioners which requested consideration for an outside source to look at the process and how data is collected and interpreted. She agreed that having an independent entity validate data collection and analysis would add more credibility and make more acceptable to the public.

Chairman Jackson indicated that he had received a number of speaker cards from individuals who wished to provide input into this subject. County Attorney Thiele clarified that it is the County's policy to not allow speakers at workshops and that a motion to waive that policy would be needed by the County.

*Commissioner Maddox moved, duly seconded by Commissioner Minor, to waive the County's policy to not allow speakers at workshops. The motion carried 5-0 (Commissioners Desloge and Proctor absent).*

**Speakers:**

- Debbie Lightsey, 2340 Cypress Cove Drive, spoke to the issue of the governing bodies only voting on amendments in their jurisdiction. She asserted that the decision for the City to vote on City amendments and County Commissioner on County amendments was a mistake. She remarked that, while she was a city resident, she is also represented by three County Commissioners. Ms. Lightsey asserted that it is important for both entities to vote on all amendments.

Ms. Lightsey also spoke to the Land Use Element Update stating that there needed to be consistency between each element and opined that a consultant could be used to offer a comprehensive view of the plan. She noted that sector plans, as part of the Comprehensive Plan, are also law and that they should not be allowed to disappear because they are outdated or deemed complete. Ms. Lightsey mentioned that the City had embarked on the development of a Strategic Plan and suggested that the County's Strategic Plan might be helpful in the development of this document. She concluded by suggesting that the Comprehensive Plan and Strategic Plan should not be done simultaneously.

- Wendy Gray, 1047 Myers Park Drive, discussed the importance of data collection. She mentioned that data helped in making informed decisions, to ascertain how well objectives as being met, and to provide information on future growth, among other areas. She commented that the Comprehensive Plan does have a Vision Statement; however, it could possibly need updating.
- Kathy McGuire, 1101 Pine Street, expressed frustration on citizen participation in the Comp Plan process as she opined it has been "directed and shallow". She hoped that future community meeting would allow for a more expansive discussion. She was also unsure how the survey results would be used or quantified and supported the addition of an outside consultant.

Chairman Jackson asked that staff add signage and flyers as a method to notify residents about upcoming workshops.

Commissioner Richardson referenced how data can be utilized to determine the effectiveness, especially in an area such as the Southern Strategy. He submitted that the data might reflect a continued need to address issues such as infrastructure, housing, commercial development, job creation and neighborhood preservation and indicated that he looked forward to receiving this data. He also suggested that an update to the Southern Strategy Plan was warranted to better reflect the changes expected in the area. Commissioner Richardson pondered future housing needs, as the current Urban Services Area (USA) will not accommodate the anticipated growth. He asked staff to include the Capital Area Neighborhood Network in future outreach efforts.

Commissioner Dozier cited the tremendous amount of activity associated with the Land Use Element rewrite and the limited staff resources within the Planning Department. She indicated a willingness to entertain the hiring of an outside consult to provide an independent assessment of the “non-technical” pieces of the rewrite and asked staff if this was feasible. Ms. Bryant responded that there is a role for a consultant in this process and that there are continuing service providers on contract that staff could utilize for this purpose, should the joint Commissions approve and provide funding for this service. Ms. Bryant added that staff could explore this option and bring information to the joint commissions. Commissioner Dozier also expressed the need for data to ascertain effectiveness and mentioned that the County Commission had recently passed a motion to pursue a joint informational workshop on the Comprehensive Plan.

Commissioner Minor shared that he was open to a discussion on funding for an outside consultant and would like to have discussion on the scope of work to be done by the consultant.

Commissioner Maddox offered that the only joint funding available was through Blueprint and suggested that a discussion on this could be done at the upcoming Blueprint meeting.

Commissioner Richardson acknowledged staff’s effort throughout the update process. He expressed some concerns about a consultant as he was unsure that they would be effective in advising the Joint Commissions. He submitted that staff has the advantage of seeing the “whole picture” and believed that they could come back with an appropriate product without spending taxpayer monies.

Chairman Jackson confirmed that funding would be presented to each individual body for approval.

Commissioner Lindley agreed that a review of the data was needed to learn what’s been done and then at that point evaluate an outside consultant. She continued by stating that public input was important and was not in favor of postponing public participation into the process.

Commissioner Dozier suggested that staff bring back information based on input received from the public thus far and that the proposed workshop focus on the status of what’s been done as well as options for areas that a consultant could be utilized and include a discussion to identify the sector reports Commissioners would like to see updated. She also proposed that staff coordinate with the consultants hired by the CRTPA to possibly conduct a large public meeting on future planning.

Commissioner Williams-Cox expressed her support for continued public engagement; however, was concerned about “public fatigue”. She opined that the public’s trust has been tainted, and it was essential to regain that trust. She submitted that the benefits of an outside consultant would far outweigh the cost.

Commissioner Bryant offered that the Comprehensive Plan needs a vision of where we are going, and while she has confidence in staff, she did not discount the value that a consultant might bring to the process.

Commissioner Matlow expressed his support for a joint workshop and engaging a consultant. He also remarked that when seeking public, input staff should be specific on what the public is being asked to provide input to.

*Commissioner Dozier moved, duly seconded by Commissioner Minor, to direct staff to bring back a budget discussion item to include options on those areas where a consultant could be of benefit to staff, status of the sector plans, and the timeline for a future joint informational workshop on the Comprehensive Plan. The motion carried 5-0 (Commissioners Desloge and Proctor out of Chambers).*

*Commissioner Bryant moved, duly seconded by Commissioner Williams-Cox, to direct staff to bring back a budget discussion item to include options on those areas where a consultant could be of benefit to staff, status of the sector plans, and the timeline for a future joint informational workshop on the Comprehensive Plan. The motion carried 5-0.*

### **Adjournment**

There being no further business to come before the Joint Commission the workshop adjourned at 3:00 pm.

### **LEON COUNTY, FLORIDA**

ATTEST:

BY: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

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



**Special Meeting  
Leon County Community Legislative Dialogue Meeting  
March 29, 2019**

Leon County Commissioner Nick Maddox convened the Community Legislative Dialogue Meeting at 9:05 a.m. in the Leon County Commission Chambers. Present were Commissioner Kristin Dozier and roundtable attendees from Leon County Administration, the Capitol Alliance Group, City of Tallahassee, Second Circuit Public Defender's Office, Leon County Tax Collector, Florida State University, Florida A&M University, and the Apalachee Center.

**INTRODUCTION AND OPENING REMARKS**

Commissioner Maddox provided opening remarks and an overview of the purpose of the meeting. Following the introduction, Andrew Johnson from Leon County Government provided an overview of the 2019 Legislative Session and the County's major priorities and funding requests for the year and welcomed stakeholders at the roundtable to share any updates.

**ROUNDTABLE DISCUSSION: IDENTIFY SHARED COMMUNITY ISSUES**

Stakeholders at the roundtable provided updates on their major initiatives, funding requests, and other issues of interest for the 2019 Legislative Session in an effort to identify shared community issues among the group.

Commissioner Dozier provided remarks regarding the Florida Association of Counties Water Policy Committee on March 28, 2019. Commissioner Dozier shared that she will be working with the County's legislative delegation members to address some of the issues that were shared during the policy meeting.

**ADJOURN:**

Commissioner Nick Maddox adjourned the meeting at 9:35 a.m.

LEON COUNTY, FLORIDA

ATTEST:

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

BY: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Agenda Item #2

April 23, 2019

**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 April 23, 2019 and pre-approval of payment of bills and vouchers for the period of April 24, 2019 through May 13, 2019.

### **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 April 23, 2019 and pre-approve the payment of bills and vouchers for the period of April 24, 2019 through May 13, 2019.

## **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the April 23<sup>rd</sup> meeting, the morning of Monday, April 22, 2019. 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 May 14, 2019, it is advisable for the Board to pre-approve payment of the County's bills for April 24, 2019 through May 13, 2019 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 April 23, 2019 and pre-approve the payment of bills and vouchers for the period of April 24, 2019 through May 13, 2019.
2. Do not approve the payment of bills and vouchers submitted for April 23, 2019, and do not pre-approve the payment of bills and vouchers for the period of April 24, 2019 through May 13, 2019.
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

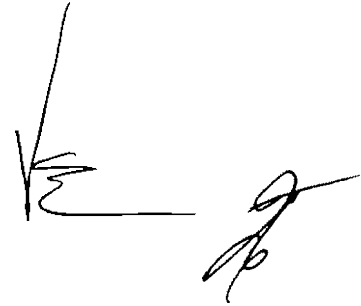
April 23, 2019

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

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

Herbert W.A. Thiele, County Attorney

**Title:** Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency and a Lease Agreement between Leon County and Blueprint



<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 Scott Ross, Director, Office of Financial Stewardship Ben Pingree, Director, Department of PLACE
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Mike Battle, Real Estate Specialist

### Statement of Issue:

The agenda item seeks the Board's adoption of a Resolution of Intent to Lease Space at the Leon County Government Annex to the Leon County-City of Tallahassee Blueprint Intergovernmental Agency ("Blueprint"), and authorization for the County Administrator to execute the Lease Agreement between Leon County and Blueprint.

### Fiscal Impact:

This item has a fiscal impact. Revenues from the proposed Lease Agreement will generate \$5,793.84 per month for the first rental period, which shall be increased by 2% annually beginning in year two of the Lease Agreement. An initial cash outlay, expected to be no more than \$436,000, will be required of the County for tenant improvements which will then be reimbursed by Blueprint to the County through the form of additional rent to be paid in equal monthly installments during the remaining term of the Lease Agreement. These funds are currently available in the Leon County Government Annex CIP.

### Staff Recommendation:

Option #1: Adopt a Resolution of Intent (Attachment #1) to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency and authorize County Administrator to execute Lease Agreement between Leon County and Blueprint (Attachment #2).

## **Report and Discussion**

### **Background:**

The Leon County-City of Tallahassee Blueprint Intergovernmental Agency (“Blueprint”) has requested to lease from the County office space located on the 1st floor, Suite 100, of the Tower Building, Leon County Governmental Annex, 315 South Calhoun Street. The requested office space will be utilized by Blueprint to house the Office of Economic Vitality. The office space was previously occupied by the Supervisor of Elections. Accordingly, this agenda item requests the Board’s adoption of a Resolution of Intent (Attachment #1) to lease to Blueprint the office space located on the 1st floor, Suite 100, of the Tower Building, and further seeks the Board’s authorization for the County Administrator to execute the Lease Agreement (Attachment #2) between the County and Blueprint.

On July 15, 2015, the Board adopted a Resolution of Intent to lease to Blueprint certain office space located on the 4th floor of the Tower Building, Leon County Government Annex. At that time, the Board also authorized the preparation of a lease agreement between the County and Blueprint, which was executed by the parties and became effective on August 31, 2015. The County and Blueprint subsequently entered into an Amended and Restated Lease Agreement, effective November 17, 2017, concerning Suite 450 of the Tower Building (the “Suite 450 Lease”). The Amended and Restated Lease is in its fourth of ten twelve-month rental periods.

The term of the proposed Lease Agreement for the Tower Building, Suite 100 office space will coincide with the remaining term of Blueprint’s Suite 450 Lease. To comply with Section 125.38, Florida Statutes, the County is required to adopt the Resolution of Intent in order to effectuate the Lease Agreement.

### **Analysis:**

In accord with Section 125.38, Florida Statutes, the proposed Resolution of Intent states that the Board is satisfied that the office space being leased to Blueprint is required for use by Blueprint for its office operations and is not needed for County purposes. The Resolution of Intent also summarizes the terms of the Lease Agreement, including the base rent and additional rent.

Under the terms of the Lease Agreement, the base rent will be \$5,793.84 per month for the first rental period, which shall be increased by 2% annually beginning in year two of the Lease Agreement. The County will pay for the construction of tenant improvements to the office space, the cost of which is expected to be no more than \$436,000, which will then be reimbursed by Blueprint to the County in the form of additional rent to be paid in equal monthly installments during the remaining initial term of the Lease Agreement. Funding for the tenant improvements is available in the Leon County Government Annex for these tenant improvements. A sufficient number of parking spaces, as determined by agreement between the parties, will be included as part of the Lease Agreement and paid for as additional rent. Blueprint will be responsible for payment of its own internet and telephone service costs for the leased space.

Upon the Board's authorization, the County Administrator will execute the Lease Agreement. The effective date of the Lease Agreement will be the date upon which the last of the parties executes the Lease Agreement and monthly rent payments will commence upon the completion of the tenant improvements. The term of the Lease Agreement will coincide with the remaining term of the Suite 450 Lease, ending on December 31, 2025.

**Options:**

1. Adopt a Resolution of Intent (Attachment #1) to lease space at the Leon County Government Annex to the Blueprint Intergovernmental Agency and authorize County Administrator to execute a Lease Agreement between Leon County and Blueprint (Attachment #2).
2. Do not adopt a Resolution of Intent to lease space at the Leon County Government Annex to the Blueprint Intergovernmental Agency and do not authorize County Administrator to execute a Lease Agreement between Leon County and Blueprint.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint Intergovernmental Agency
2. Lease Agreement between Leon County and Blueprint



**RESOLUTION NO.: R19-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA DECLARING ITS INTENT TO LEASE SPACE AT  
LEON COUNTY GOVERNMENT ANNEX, PURSUANT TO FLA. STAT. § 125.38,  
TO LEON COUNTY - CITY OF TALLAHASSEE BLUEPRINT  
INTERGOVERNMENTAL AGENCY FOR USE AS ITS OFFICE OPERATIONS**

WHEREAS, the Leon County - City of Tallahassee Blueprint Intergovernmental Agency (“Blueprint”) is a Florida independent special district; and

WHEREAS, Leon County is the owner of the property known as the Leon County Government Annex, which is located at 315 South Calhoun Street, Tallahassee, Florida; and

WHEREAS, Blueprint desires to lease office space on the 1st floor, Suite 100, Tower Building, Leon County Government Annex for purposes of office operations for the Office of Economic Vitality; and

WHEREAS, pursuant to Section 125.38, Florida Statutes (2018), the Board has determined that such office space is required for use by Blueprint and is not needed for County purposes;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 23rd day of April, 2019, as follows:

1. Pursuant to Section 125.38, Florida Statutes (2018), the Board is satisfied that the premises comprising approximately 4,359 square feet and identified as Suite 100 of the Tower Building, Leon County Government Annex, 315 South Calhoun Street, Tallahassee, Florida, is required for use by Blueprint for its office operations and is not needed for County purposes.

2. The Lease Agreement includes the following terms and provisions:

a. The effective date of the Lease Agreement shall be the date upon which the last of the parties executes the Lease Agreement. The initial term of the Lease Agreement shall end on December 31, 2025, with an option to continue the Lease Agreement for two (2) additional periods of five (5) years each.

b. The premises shall be leased to Blueprint at a base rent of \$5,793.84 per month during the first year of the Lease Agreement. The base rent shall be increased by two percent (2%) annually beginning in year two of the term of the Lease Agreement.

c. The County will be responsible for the payment of tenant improvements as agreed upon by the parties, the cost of which shall be reimbursed to the County by Blueprint in an amount not to exceed \$436,000.00 through equally apportioned monthly installments paid as additional rent through the remaining months of the initial term of the Lease Agreement.

d. As part of the Lease Agreement, Blueprint will be provided a sufficient number of parking spaces, as determined by agreement between the parties, to be paid for by Blueprint as additional rent.

e. Blueprint will be responsible for payment of its own internet and telephone services for the premises.

Passed and adopted on this 23rd day of April, 2019.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

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

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the County Attorney  
Leon County, Florida

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

**LEON COUNTY GOVERNMENT ANNEX  
LEASE AGREEMENT  
(Blueprint IA - Office of Economic Vitality)**

THIS LEASE AGREEMENT (the or this “Lease”) is made as of the “Lease Date” (as defined in Section 1.1 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is 301 S. Monroe Street, Tallahassee, FL 32301 (“Landlord”), and **LEON COUNTY – CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY**, whose mailing address is 315 S. Calhoun Street, Suite 450, Tallahassee, FL 32301 (“Tenant”).

**WITNESSETH:**

WHEREAS, Landlord and Tenant entered into that certain Amended and Restated Lease with an effective date of November 17, 2017, concerning Tenant’s lease of Suite 450 of the Tower Building, as defined in Section 1.2.1.1 below, (the “Suite 450 Lease”); and

WHEREAS, the term of the Suite 450 Lease is in its fourth of ten twelve-month rental periods; and

WHEREAS, Landlord and Tenant wish to enter into this Lease for the lease of an additional space in the Tower Building, identified in Section 1.2.1.4 below as the Premises, with a term, beginning on the Commencement Date as defined in Section 1.2.1.10 below, to coincide with the remaining term of the Suite 450 Lease.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

**Article 1.  
Lease Date; Premises; Term**

1.1. LEASE DATE. The effective date of this Lease shall be the date upon which the last of the parties executes the Lease (the “Lease Date”).

1.2. PREMISES.

1.2.1. Definitions. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

1.2.1.1. “Tower Building” means the eight-story building located at 315 South Calhoun Street, Tallahassee, Leon County, Florida 32301 which contains approximately 120,762 square feet of total Net Rentable Area. The Tower Building is situated on the real property described in **Exhibit “A”** attached hereto.

1.2.1.2. “Adjacent Building” means the three-story ancillary building located at 311 S. Calhoun Street which lies adjacent to the Tower Building.

1.2.1.3. “Plaza” means the Leon County Government Annex, formerly known as the Bank of America Plaza, which collectively comprises the Tower

Building, the Adjacent Building, the Common Areas as defined in Section 1.2.1.5 below, and any other area lying within the real property described in Exhibit "A" attached hereto.

1.2.1.4. "Premises" means collectively all those portions of the Plaza occupied exclusively by Tenant as depicted on Exhibit "B" attached hereto and comprised of the following areas: Suite 100.

1.2.1.5. "Common Areas" means the interior and exterior areas in the Plaza designated by Landlord, from time to time, for use in common by all tenants of the Tower Building or the Plaza including, but not limited to, the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas, and the restrooms, refuse facilities, elevators, and any hallways or passageways thereto, along with the common pipes, ducts, conduits, wires, utility and mechanical closets, and appurtenant equipment serving the Premises.

1.2.1.6. "Usable Area" means the number of square feet within an office suite or other such rentable unit measured from the inside surface of the outer glass, finished column or exterior wall of the Tower Building enclosing such suite or unit to the inside surface of the opposite outer glass, finished column or exterior wall, or to the mid-point of the demising walls separating such suite or unit from Common Areas (as defined herein) and from areas leased to, or held for lease to, other tenants.

1.2.1.7. "Common Area Load Factor" means the number of square feet of Common Area allocated to an office suite, calculated by multiplying the Usable Area of the office suite by a fraction, the numerator of which is the number of square feet of Common Area hallways, passageways, restrooms, and utility and mechanical closets contained within the same floor as said office suite and the denominator of which is the total number of square feet of Usable Area contained within all office suites on that same floor.

1.2.1.8. "Net Rentable Area" means the number of square feet utilized for an office suite in determining the Monthly Base Rent Amount, calculated as the sum of the office suite's Usable Area and Common Area Load Factor.

1.2.1.9. "Possession Date" means the date that Tenant takes possession of the Premises, as further defined in Section 1.8 below, or likewise takes possession of any New Premises, as that term is defined in Section 4.6 below.

1.2.1.10. "Commencement Date" means the date that the Term of the Lease commences as further defined in Section 1.7.

1.2.2. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Landlord and Tenant acknowledge and agree that for all purposes with respect to this Lease (and notwithstanding any provisions of this Lease to the contrary), shall be deemed to contain Three Thousand Seven Hundred Forty-One (3,741) square feet of Usable Area. For purposes of determining the Monthly Base Rent Amount, the Common Area Load Factor applicable to the Premises shall be Six Hundred Eighteen (618) square feet which, when added to the Usable Area, results in a Net

Rentable Area for the Premises of Four Thousand Three Hundred Fifty-Nine (4,359) square feet. Except in the event of an emergency, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

1.3. **PROPERTY MANAGER.** As of the Lease Date of this Lease, the management services for the Plaza are provided by the Leon County Facilities Management Division, 1907 South Monroe Street, Tallahassee, FL 32301 (the "Property Manager"). Landlord, at its discretion, may retain the management services of other companies during the term of this Lease, or may provide management services through its own employees.

1.4. **COMMON AREAS.** Tenant and its employees and customers shall have the nonexclusive right during the Term of this Lease to use the Common Areas.

1.5. **PARKING.** Tenant's rights to parking associated with the Premises shall be as follows:

1.5.1. Landlord shall lease to Tenant three (3) reserved parking spaces in the Tower Building parking garage in the locations shown on Exhibit "B-1" attached hereto (the "Tower Parking Spaces"). The Tower Parking Spaces shall be provided to Tenant for an additional charge of Thirty and 00/100 Dollars (\$30.00) per month for each Tower Parking Space, payable monthly as Additional Rent as that term is defined in Section 2.4 below. Landlord shall have the right to grant other tenants of the Tower Building the right to use parking spaces associated with the Tower Building other than the Tower Parking Spaces.

1.5.2. Landlord shall provide to Tenant the use of four (4) unreserved parking spaces in the public parking garage, located at the southeast corner of Calhoun Street and College Avenue and operated by Republic Parking System (the "Republic Parking Spaces"), together with the same number of electronic access cards for access thereto. The Republic Parking Spaces shall be provided to Tenant for an additional charge of Ninety-Seven and 67/100 Dollars (\$97.67) per month for each Republic Parking Space, payable monthly as Additional Rent.

1.5.3. All motor vehicles (including all contents thereof) shall be parked in the Tower Parking Spaces, the Republic Parking Spaces, and the Gadsden Parking Spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

1.6. **SHARED USE OF TELECOMMUNICATIONS EQUIPMENT SPACE.** Tenant's rights and privileges under this Lease shall include the non-exclusive use of the third floor equipment room, as depicted in Exhibit "C" attached hereto and made a part hereof, for the installation and/or storage of Tenant's Telecommunications Equipment, as that term is defined in Section 12.1.2 below. Such non-exclusive use shall be consistent with the terms and conditions set forth in Article 12 below, and shall be subject to reasonable rules and regulations instituted at Landlord's discretion.

1.7. **LEASE TERM.** Beginning with the Commencement Date, as defined below, the term of this Lease (the "Term") shall coincide with the remaining term of the Suite 450 Lease between Landlord and Tenant, as follows:

1.7.1. Commencement Date. The Term shall commence 10 days after the “substantial completion” of any Leasehold Improvements as that term is described in Section 5.8 below or, if no Leasehold Improvements are to be undertaken, the Term shall commence on the date that Tenant commences the conduct of business in the Premises (the “Commencement Date”). Landlord and Tenant shall execute a Commencement Agreement substantially in the form of Exhibit “D” attached hereto once the Commencement Date has been determined.

1.7.2. Initial Rental Period. The initial Rental Period, as that term is defined in Section 2.1.2 below, of the Term shall begin on the Commencement Date and end on December 31 of that same calendar year; thereafter, each Rental Period shall coincide with the Rental Periods in the Suite 450 Lease.

1.7.3. Expiration Date. The Term shall end on December 31, 2025.

1.8. **DATE OF POSSESSION**. Tenant shall be deemed to have taken possession of the Premises on the date that Tenant commences any Tenant Alterations, as that term is defined in Section 5.1.3 below, or, if no Tenant Alterations are to be undertaken, the date that Tenant commences moving in furniture, furnishings, and equipment to the Premises, or otherwise commences readying the Premises for conduct of business (the “Possession Date”). In no event shall Tenant commence possession of the Premises until Tenant has provided Landlord with a certificate of insurance evidencing the insurance coverages that Tenant is obligated to maintain pursuant to this Lease.

1.9. **ACCEPTANCE OF PREMISES**. On, or before, the Possession Date, Tenant shall have an opportunity to inspect the mechanical, plumbing and electrical systems serving the Premises to ensure that said systems are in good working order prior to the Commencement Date of this Lease. Except as provided herein, or unless otherwise agreed upon in writing by the Parties, Tenant’s continuation of its possession of the Premises after the Commencement Date of this Lease shall be conclusive evidence of Tenant’s acceptance of the Premises in such as-is condition as of the Commencement Date, and acknowledgement that the Premises are in the condition called for hereunder and are suitable for the purposes for which the same are leased.

1.10. **CONTINUATION OF TERM**. The initial Term of this Lease may be continued at Tenant’s option (hereinafter a “Continuation Period”) for two (2) additional periods of five (5) years each (hereinafter identified individually as a “Continuation Period” and collectively as the “Continuation Periods”), subject to the following conditions:

1.10.1. Tenant shall deliver to Landlord, no later than one hundred eighty (180) days prior to the expiration of the initial Term and, if applicable, prior to the expiration of each successive Continuation Period, written notification of its desire to continue the initial Term and, if applicable, each successive Continuation Period (the “Continuation Notice”); provided in the event Tenant fails to deliver a Continuation Notice to Landlord within the above timeframe, Landlord shall notify Tenant in writing. Tenant shall have ten (10) days after receipt of said notice from Landlord to deliver a Continuation Notice to Landlord, and in the event Tenant does not deliver a Continuation Notice to Landlord within said ten (10) day period, Tenant shall be deemed to have waived its right to continue this Lease as stated herein;

1.10.2. as of the dates Tenant exercises the right to continue into the first Continuation Period and, if applicable, each successive Continuation Period, no event of default (beyond the expiration of any applicable notice and cure period) exists under the Lease and no event to which Tenant has notice is occurring which with the passage of time or the giving of notice (or both) would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.10.3. the covenants and conditions of this Lease in force during the initial Term, as the same may be modified from time to time, shall continue to be in effect during each Continuation Period;

1.10.4. the Monthly Base Rent Amount for the Continuation Periods shall be as agreed upon by Landlord and Tenant; provided, however, that Landlord and Tenant acknowledge and agree that the Lease shall be allowed to expire on its own if such agreement is not reached prior to the expiration of the initial Term, or the initial Continuation Period, if applicable.

## **Article 2. Base Rent and Additional Rent.**

2.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

2.1.1. "Base Rent" means the rent amount payable for the use of the Premises, inclusive of Operating Expenses, as defined in Section 3.1 below, but exclusive of Sales and Use Tax, as defined in Section 2.3 below, and Additional Rent, as defined in Section 2.4 below.

2.1.2. "Rental Period" means a 12-month period, or any portion thereof, proposed for occupancy of the Premises.

2.1.3. "Months to Rent" means the number of months, between zero and twelve, proposed for rental of the Premises in any one Rental Period. In any multi-year proposals, the first rental period shall always be for a full 12 months.

2.1.4. "Annualized Base Rental Rate" means the amount of Base Rent calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.5. "Monthly Base Rent Amount" means the proposed amount of Base Rent on a monthly basis, calculated by multiplying the Annualized Base Rental Rate by the total amount of Net Rentable Area in the Premises and dividing that number by twelve.

2.1.6. "Rental Period Base Rent Amount" means the total proposed amount of Base Rent payable in any one Rental Period calculated by multiplying the Monthly Base Rent Amount by the Months to Rent.

2.1.7. Class "A" with regard to office space or improvements means the class of office space or improvements found in the most prestigious buildings competing for premier office users with rents above average for the area with buildings having high quality standard finishes, state of the art systems, exceptional accessibility, and a definite market presence.

2.1.8. "Building Standard" means the standard expected in Class "A" office space.

2.1.9. "Building Standard Condition" means the condition of the Premises, less normal wear and tear, as Class "A" office space similar to that Class "A" office space within competing buildings located in the downtown Tallahassee area including, but not limited to, Class "A" quality tenant improvements including drywall and suspended acoustical ceilings, suspended acoustical ceiling light fixtures, ceiling supply and return air diffusers, gypsum drywall walls, upgraded carpet, wall finishes, solid core doors, door hardware, fire alarm system, heating, ventilation, and air conditioning system ("HV/AC"), electrical systems, and plumbing systems, in accordance with the architectural and engineering plans and specifications utilized to complete such tenant improvements.

2.1.10. "Business Day," as it applies to a notice requirement or other such deadline in this Lease, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday (as hereinafter defined).

2.1.11. "Holiday," as it applies to a notice requirement or other such deadline in this Lease, means any of the following days on which the Leon County Board of County Commissioners close for business in observance of a holiday: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday. Notwithstanding anything herein to the contrary, the Tower Building shall be open for business to the general public during Tenant's Business Hours on all days on which national banks are required to be open for business to the general public.

2.1.12. "Building Hours" means any period of time occurring Monday through Friday between 7:00 a.m. and 6:00 p.m.

2.1.13. "Non-Building Hours" means any period of time occurring other than during Building Hours.



2.2. MONTHLY BASE RENT AMOUNT. Tenant agrees to pay Monthly Base Rent on the first (1st) day of each month of the Term in accordance with the following schedule:

Rental Period	Months to Rent	Annualized Base Rental Rate	Monthly Base Rent Amount	Rental Period Base Rent Amount
1st	TBD	\$15.95 per sq. ft.	\$5,793.84	TBD
2nd	12	\$16.27 per sq. ft.	\$5,910.08	\$70,920.93
3rd	12	\$16.59 per sq. ft.	\$6,026.32	72,315.81
4th	12	\$16.93 per sq. ft.	\$6,149.82	\$73,797.87
5th	12	\$17.26 per sq. ft.	\$6,269.70	75,236.34
6th	12	\$17.61 per sq. ft.	\$6,396.83	\$76,761.99
7th	12	\$17.96 per sq. ft.	\$6,523.97	\$78,287.64

2.3. SALES AND USE TAX. Together with the Monthly Base Rent, Tenant agrees to pay any and all rental, sales, or use taxes, if applicable, levied by any governmental body for the use or occupancy of the Premises (hereinafter “Sales and Use Tax”).

2.4. ADDITIONAL RENT. All charges, other than Monthly Base Rent and Sales and Use Tax, payable by Tenant under the terms of this Lease shall hereinafter be referred to as “Additional Rent”. Unless this Lease provides otherwise, all Additional Rent shall be paid together with the Monthly Base Rent and Sales and Use Tax. Landlord and Tenant acknowledge and agree that Additional Rent shall include, but not be limited to, the following amounts:

2.4.1. Reimbursement of PTA Costs. A portion of the total amount paid by Landlord for the costs of Pre-commencement Tenant Alterations shall be reimbursed by Tenant as Additional Rent, to be equally apportioned over the entirety of the initial Term of this Lease in accordance with Section 5.2.1 below. Upon the substantial completion of the Pre-commencement Tenant Alterations and the determination of the Commencement Date in accordance with Section 1.7.1 above, the actual amount of such Additional Rent shall be as agreed upon in the Commencement Agreement to be executed by Landlord and Tenant in accordance therewith;

2.4.2. Tower Parking Spaces. Monthly payments of Ninety and 00/100 Dollars (\$90.00) for three (3) reserved parking spaces in the Tower Building parking garage, as set forth in Section 1.5.1 above; and

2.4.3. Republic Parking Spaces. Monthly payments of Three Hundred Ninety and 68/100 Dollars (\$390.68) for four (4) reserved parking spaces in the Republic Parking Systems parking garage as set forth in Section 1.5.2 above.

2.5. PAYMENT OF RENT. The terms Monthly Base Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as “Rent”. Each monthly installment of Rent shall be made payable to Landlord and be delivered no later than the first (1st) day of each month of the Term, without demand, set off or deduction, on Landlord’s behalf to Leon County Board of County Commissioners, P.O. Box 864441, Orlando, FL 32886-4441, or such other address as Landlord directs in writing, subject to Tenant’s right to pay by ACH as set forth in

Section 13.26 below. Provided however, if the Commencement Date should be a date other than the first day of a calendar month, then the first installment of Monthly Base Rent shall be prorated by multiplying the regular monthly installment of Base Rent by a fraction, the numerator of which is the number of days from the Commencement Date through the final day of the first calendar month of the Term and the denominator of which is the total number of days in the calendar month in which the Commencement Date occurs.

2.6. LATE CHARGES. If, within thirty (30) days after its due date, any Monthly Base Rent Amount payment or other payment due under this Lease is not delivered to Landlord as provided in Section 2.5 above, Tenant shall pay, in addition to such payment, a late charge equal to the greater of (i) five percent (5.0%) of the payment which is past due or (ii) Two Hundred Fifty and 00/100 Dollars (\$250.00). If any payment due from Tenant shall remain overdue for more than thirty (30) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of five percent (5%) per annum and the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord (“Default Rate”).

**Article 3.**  
**Operating Expenses; Payment Responsibility.**

3.1. OPERATING EXPENSES. Any expenses incurred whether by Landlord or by others on behalf of Landlord, arising out of Landlord’s maintenance, operation, repair, replacement (if such replacement is generally regarded in the industry as increasing operating efficiency or is required under any Applicable Law that was not in effect or not applicable to the Plaza on the Commencement Date) and administration of the Plaza, Tower Building, Premises and Common Areas, shall be considered “Operating Expenses” including, without limitation, the following:

3.1.1. all levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Plaza, Tower Building, Premises and Common Areas, the equipment and improvements owned by Landlord therein contained, including (i) all costs associated with the appeal of any such assessments and charges and (ii) any amounts assessed or charged in substitution for or in lieu of ad valorem taxes; and excluding (i) income or capital gains taxes imposed upon Landlord and (ii) any assessments and charges deemed to be a tax payable by Tenant pursuant to Section 3.6 below;

3.1.2. insurance that Landlord is obligated or permitted to obtain under this Lease and any deductible amount applicable to any claim made by Landlord under such insurance;

3.1.3. security, if any is provided by Landlord;

3.1.4. landscaping and pest control;

3.1.5. a reasonable management fee;

3.1.6. electricity, water, sewer, gas, window washing, janitorial services, trash and debris and other maintenance and utility charges;

3.1.7. wages and benefits payable to employees of Landlord and Landlord's property manager to the extent of such employees' work hours directly connected with the operation and maintenance of the Premises, Tower Building, Common Areas or Plaza; and

3.1.8. dues and assessments under any applicable deed restrictions or declarations of covenants and restrictions.

3.2. If any tax expense, insurance expense, or other Operating Expense is not assessed separately or charged specifically to the Tower Building, but is charged against the Plaza as a whole, Landlord shall reasonably determine the portion of such Operating Expenses chargeable to Tenant.

3.3. NOT OPERATING EXPENSES. Intentionally deleted.

3.4. PAYMENT OF OPERATING EXPENSES. Landlord shall be responsible for payment of all Operating Expenses.

3.5. TENANT SPECIFIC OPERATING EXPENSES. Intentionally deleted.

3.6. PROPERTY TAXES. Landlord acknowledges and represents that Landlord is immune from taxation and, therefore, that the Plaza is currently not subject to any ad valorem taxes for real property and personal property ("Property Taxes"). In the future, if the law changes as to eliminate Landlord's immunity from taxation or if Landlord conveys the Plaza to an entity which is not immune or exempt from taxation and such Property taxes are thereafter assessed against the Plaza, Tenant shall pay its proportionate share of such Property Taxes as Additional Rent no later than thirty (30) days after Landlord, or its successors and assigns, provides Tenant with an invoice therefor, provided Tenant shall have the right to examine the records and other such documentation that substantiates such taxes and to contest such Property Taxes with the taxing authority.

#### **Article 4. Use of Property**

4.1. PERMITTED USES. Landlord and Tenant acknowledge and agree that the use of the Premises shall be limited to use as professional offices (the "Permitted Use"), unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord's sole discretion. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose.

4.2. COMPLIANCE WITH LAWS.

4.2.1. LANDLORD'S COMPLIANCE. During the Term, Landlord shall be responsible for making any modifications to the Plaza or its appurtenances, excluding the Premises, but including the Common Areas, required pursuant to any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Plaza, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act (the "ADA") and all regulations and orders promulgated pursuant to the ADA (collectively, "Applicable Laws"). Any modifications to the Plaza made by Landlord pursuant to the provisions of this paragraph shall initially be at Landlord's expense, but the cost thereof may be included in Operating Expenses pursuant to Article 3 above.

4.2.2. TENANT'S COMPLIANCE. Subject to Landlord's obligations set forth in Section 4.2.1 above, Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, shall comply with all Applicable Laws. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises shall be in strict compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

4.3. SIGNS. Tenant shall not place any signs on the Premises, Tower Building or Plaza except with the prior written consent of Landlord, including consent as to location and design, which may be reasonably withheld in Landlord's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Tenant, at its sole cost and expense and shall be in compliance with the Rules and Regulations and all Applicable Laws. Tenant shall be responsible to Landlord for the installation, use, or maintenance of all signs and any damage caused thereby. Tenant agrees to remove all signs prior to termination of the Lease and upon such removal to repair all damage resulting from such removal.

4.4. LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Tower Building, and, during the last ninety (90) days of the Term or any continuation thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Tower Building or Plaza as Landlord deems necessary. Landlord shall have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises.

4.5. QUIET POSSESSION. If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

4.6. TENANT RELOCATION. Landlord shall, upon the prior written consent of the Tenant, which shall not be unreasonably withheld, have the option to relocate Tenant to alternative space in the Plaza ("New Premises"); provided, however, that the New Premises shall be of a size not less than that of the Premises. Landlord shall give Tenant not less than ninety (90) days prior written notice of such relocation, which notice shall include the date on which Tenant shall be relocated. Landlord shall pay all of Tenant's reasonable out-of-pocket costs and

expenses of relocating including the costs of any preparation of such comparable space for occupancy which may be necessitated by the relocation. In the event of such relocation, the New Premises shall for all purposes be deemed the Premises hereunder and this Lease shall continue in full force and effect without any change in the other terms or conditions hereof.

4.7. **RULES AND REGULATIONS.** Except as otherwise provided in Article 14 below, Tenant shall observe all rules and regulations established by Landlord from time to time for the Plaza. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as **Exhibit "E"**. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of the Plaza or the Premises. Tenant shall not be subject to any new rules and regulations or amendments to existing rules and regulations until fifteen (15) days after Tenant shall have been provided with a copy of such new rule and regulation or amendment to such existing rules and regulations. Landlord shall not unreasonably withhold, delay or condition its consent to any approval required by Tenant under the rules and regulations. In the event of any inconsistency between any provision of this Lease and the rules and regulations, the applicable Lease provision shall control.

4.8. **NO CONTINUOUS OCCUPANCY.** Notwithstanding anything contained in this Lease to the contrary, so long as Tenant pays the Base Rent and any Additional Rent in accordance with this Lease, Tenant shall not be required to continuously occupy the Premises and conduct Tenant's business within the Premises, and the failure of Tenant to occupy and conduct its business in the Premises shall not be considered an event of default under this Lease; provided, however, that the Premises is at all times cleaned and maintained to a standard expected in Class "A" office space..

## **Article 5. Leasehold Improvements.**

5.1. **DEFINITIONS.** For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

5.1.1. "Leasehold Improvements" means any construction work undertaken in the Premises whether considered either Tenant Improvements or Tenant Alterations.

5.1.2. "Tenant Improvements" means any construction work in the Premises under the coordination of Property Manager to be undertaken, prior to the Commencement Date of this Lease, by Property Manager's contractor, to be paid in whole or in part by Landlord, and planned for completion before Tenant's initial occupancy.

5.1.3. "Tenant Alterations" means any construction work in the Premises under the coordination of Property Manager to be undertaken, either prior to or after the Commencement Date of this Lease, by Tenant's contractor and to be paid solely by Tenant.

5.1.4. "Remodeling and Reconditioning" shall mean any Tenant Alterations project which does not require a building permit from the local jurisdiction. Remodeling and Reconditioning shall expressly not include any alterations, modifications, replacements, or installations involving any of the following systems or components of the Premises or Tower Building: (i) structural; (ii) electrical; (iii) plumbing; (iv) HV/AC; and (v) Telecommunications Equipment, as that term is defined in Section 12.1.2 below, other than

for Telecommunications Equipment involving only wiring for workstation operations within the Premises.

5.2. PAYMENT RESPONSIBILITY. The responsibility for payment of any Leasehold Improvements shall be as follows:

5.2.1. TENANT IMPROVEMENTS. Landlord and Tenant acknowledge and agree that there are no Tenant Improvements anticipated to be undertaken by Property Manager's contractor prior to the Commencement Date of this Lease.

5.2.2. TENANT ALTERATIONS. Landlord and Tenant acknowledge and agree that, prior to the Commencement Date of this Lease, Tenant Alterations will be undertaken by Tenant's contractor ("Pre-commencement Tenant Alterations"). Landlord shall be responsible for the payment of any and all costs and expenses incurred in connection with the Pre-commencement Tenant Alterations, including those costs and expenses associated with the preparation of architectural and engineering plans (collectively, the "PTA Costs"), subject to the conditions set forth hereinbelow. With regard to any other Tenant Alterations undertaken after the Commencement Date, Tenant shall be solely responsible for the payment of any and all costs and expenses incurred in connection with such Tenant Alterations. Landlord's payment of the PTA Costs shall be subject to the following terms and conditions:

5.2.2.1. Landlord's payment of the PTA Costs shall be delivered to Tenant's contractor(s) no later than thirty (30) days after Landlord's receipt of any invoices, bills, and other such supporting documentation from the contractor(s) and/or vendors for such Pre-commencement Tenant Alterations and proof of payment and lien waivers from the contractor(s) and/or vendors, as applicable.

5.2.2.2. A portion of the total amount paid by Landlord for the PTA Costs shall be reimbursed by Tenant as Additional Rent, in accordance with Section 2.4 above, to be equally apportioned over the entirety of the initial Term of this Lease. As of the Effective Date of this Lease, such portion to be reimbursed as Additional Rent is unknown but in no event shall it exceed Four Hundred Thirty-Five Thousand, Nine Hundred and 00/100 Dollars (\$435,900.00)

5.2.2.3. Upon the substantial completion of the Pre-commencement Tenant Alterations and the determination of the Commencement Date in accordance with Section 1.7.1 above, the actual amount of such Additional Rent shall be as agreed upon in the Commencement Agreement to be executed by Landlord and Tenant in accordance therewith.

5.3. PRE-CONSTRUCTION OBLIGATIONS EXCEPT FOR REMODELING AND RECONDITIONING.

5.3.1. TENANT SPACE PLAN. If Tenant desires for Leasehold Improvements other than for Remodeling and Reconditioning to be undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Leasehold Improvements, a detailed space plan containing the information described as follows below, together with other relevant information and written instructions relating thereto (said space plan and other information and instructions being hereinafter referred to as the "Tenant Space Plan"). The Tenant Space Plan shall contain architectural, mechanical,

electrical and plumbing plans prepared and stamped by a licensed architect or engineer, as the case may be, indicating the following information:

- 5.3.1.1. Location and type of all partitions.
- 5.3.1.2. Location and types of all doors indicating hardware and providing a keying schedule.
- 5.3.1.3. Location and type of glass partitions, windows, doors and framing.
- 5.3.1.4. Location of telephone equipment room accompanied by a signed approval of the telephone company.
- 5.3.1.5. Critical dimensions necessary for construction.
- 5.3.1.6. Location, circuit number and specifications of all electrical devices, outlets, switches, telephone outlets, etc.
- 5.3.1.7. Location and type of all lighting and access control systems.
- 5.3.1.8. Location and type of equipment that will require special electrical requirements. Provide manufacturers' specifications for use and operation.
- 5.3.1.9. A load analysis of all electrical devices.
- 5.3.1.10. Location, weight per square foot and description of any exceptionally heavy equipment or filing system exceeding 50 psf live load.
- 5.3.1.11. Location, type and specifications of the HV/AC distribution systems and controls.
- 5.3.1.12. Requirements for special air conditioning or ventilation.
- 5.3.1.13. Type and color of floor covering.
- 5.3.1.14. Location, type and color of wall covering.
- 5.3.1.15. Location, type and color of paint and/or finishes.
- 5.3.1.16. Location and type of plumbing, including special sprinklering requirements.
- 5.3.1.17. Location and type of kitchen equipment.
- 5.3.1.18. Details showing the following:
  - 5.3.1.18.1. All millwork with verified dimensions and dimensions of all equipment to be built-in.
  - 5.3.1.18.2. Corridor entrances.
  - 5.3.1.18.3. Bracing or support of special walls, glass partitions, etc., if desired. If not included with the Tenant Space Plan, the Building architect will design, at Tenant's expense, all support or bracing required.

5.3.2. **PROPERTY MANAGER REVIEW.** Property Manager shall review Tenant Space Plan to confirm that the Leasehold Improvements contemplated thereby satisfies the following conditions:

5.3.2.1. conforms with or exceeds the standards of the Tower Building and Adjacent Building and the requirements listed in Section 5.3.1 above; and

5.3.2.2. shall not impair the structural, mechanical, electrical or plumbing integrity of the Tower Building or Adjacent Building.

5.3.3. APPROVAL OF TENANT SPACE PLAN. Property Manager shall either approve or disapprove Tenant Space Plan no later ten (10) days after the Property Manager receives Tenant Space Plan. If Property Manager does not approve Tenant Space Plan, Property Manager shall inform Tenant in writing of its objections and Tenant shall revise the same and deliver a corrected version to Property Manager for its approval no later than thirty (30) days after the date Tenant receives Property Manager's notice of disapproval. The approval and revision process for the revised Tenant Space Plan shall be the same as described for the originally submitted Tenant Space Plan.

5.3.4. TENANT WORKING DRAWINGS. After Tenant Space Plan has been approved by Property Manager, Tenant shall cause working drawings of the Leasehold Improvements to be prepared (hereinafter referred to as the "Tenant Working Drawings") and shall deliver the same, no later than ten (10) days after the date of Property Manager's approval of Tenant Space Plans, to Property Manager for its approval subject to the following conditions:

5.3.4.1. Tenant Working Drawings shall consist of complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans for Tenant Work.

5.3.4.2. Tenant Working Drawings shall be substantially consistent with Tenant Space Plan without any material changes.

5.3.4.3. Tenant Working Drawings shall be prepared at Tenant's expense by architects and engineers selected by Tenant and approved by Property Manager.

5.3.5. APPROVAL OF TENANT WORKING DRAWINGS. The approval process for Tenant Working Drawings shall be identical to the approval process for Tenant Space Plan described in Section 5.3.3 above.

5.3.6. REMODELING AND RECONDITIONING. If Tenant desires Remodeling and Reconditioning to be undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Remodeling and Reconditioning, a written description of such work to be undertaken in sufficient detail to allow Landlord to confirm that such work is deemed to be Remodeling and Reconditioning. Property Manager shall, no later than ten (10) Business Days after receipt of such written description, deliver to Tenant a written confirmation that such work is deemed to be Remodeling and Reconditioning after which Tenant may commence to undertake such work. Property Manager's failure to timely deliver such written confirmation to Tenant shall be construed as Property Manager's confirmation that such work is deemed to be Remodeling and Reconditioning.



5.4. SELECTION OF CONTRACTOR.

5.4.1. FOR TENANT IMPROVEMENTS. For any Leasehold Improvements considered to be Tenant Improvements, the contractor shall be selected by Property Manager and shall undertake the construction work under the coordination of Property Manager in accordance with the Contractor Rules and Regulations attached hereto as Exhibit "F", and any other applicable rules and regulations.

5.4.2. FOR TENANT ALTERATIONS. For any Leasehold Improvements considered to be Tenant Alterations, the contractor shall be selected by Tenant and shall undertake the construction work under the coordination of Property Manager in accordance with, and subject to, the following requirements and conditions:

5.4.2.1. Tenant's contractor shall conduct its work in such a manner so as not to unreasonably interfere with other tenants, the operations of the Tower Building or Plaza, or any other construction occurring on or in the Premises, Tower Building, or Plaza;

5.4.2.2. Tenant's contractor shall execute and comply with the Contractor Rules and Regulations, attached hereto as Exhibit "F", and comply with all additional rules and regulations relating to construction activities in or on the Plaza, as may be reasonably promulgated from time to time and uniformly enforced by Landlord or Property Manager;

5.4.2.3. Tenant's contractor shall maintain such insurance and bonds in force and effect in accordance with Section 6.1 below and as may be required by applicable law; and

5.4.2.4. Tenant's contractor shall be responsible for reaching an agreement with Property Manager as to the terms and conditions for all contractor items relating to the conducting of its work including, but not limited to, those matters relating to hoisting, systems interfacing, use of temporary utilities, storage of materials, access to the Premises and to the Tower Building.

5.4.2.5. The commencement of work by any subcontractors to be used by Tenant's contractor shall be subject to the approval by Landlord or Property Manager, which approval shall not be unreasonably withheld as long as such subcontractors satisfy the requirements of Section 5.4.2.

5.4.2.6. As a condition precedent to Property Manager permitting Tenant's contractor to commence the Tenant Alterations, Tenant and Tenant's contractor shall deliver to Property Manager such assurances or instruments as may be reasonably requested by Property Manager to evidence Tenant's contractor's and its subcontractor's compliance or agreement to comply with the provisions of Section 5.4.2.

5.5. TENANT'S CONTRACTOR; INDEMNITY BY TENANT. Tenant shall, in accordance with the provisions of Section 7.1 below, require any contractor engaged by Tenant to indemnify and hold harmless Landlord, its agents, contractors, and any mortgagee of Landlord from and against any and all losses, damages, costs, including costs of suit and attorneys' fees, liabilities

or causes of action for injury to, or death of, any person, for damage to any property and for mechanic's, materialmen's or other liens or claims arising out of or in connection with the work done by Tenant's contractor, subcontractors, and sub-subcontractors under its contract with Tenant.

5.6. **TENANT'S CONTRACTOR; MECHANIC'S AND MATERIALMEN'S LIENS.** Tenant shall notify in writing all materialmen, contractors, artisans, mechanics, laborers and other parties hereafter contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises that they must look solely to Tenant for payment for same and shall simultaneously send copies of all such notifications to Landlord for its review. Should any mechanic's or other liens be filed against any portion of the Tower Building or Plaza, including the Premises, by reason of Tenant's or Tenant Contractor's acts or omissions or because of a claim against Tenant or Tenant Contractor, Tenant shall inform Property Manager of such lien immediately and cause the same to be cancelled or discharged of record by bond or otherwise within twenty (20) days after receipt of notice by Tenant. If Tenant fails to cancel or discharge the lien within said twenty (20) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all costs, including attorneys' fees, incurred in canceling or discharging such liens.

5.7. **CHANGE ORDERS.** Tenant may authorize changes in the Tenant Improvements; provided that any such changes must meet the criteria set forth in this Article 5. Tenant shall also be responsible for the costs of any delays or additional costs caused by such change orders.

5.8. **SUBSTANTIAL COMPLETION OF LEASEHOLD IMPROVEMENTS.** The construction of the Leasehold Improvements shall be considered substantially complete when the following conditions have been satisfied:

5.8.1. that the only remaining construction work involves only minor or insubstantial details of construction, mechanical adjustment, or decoration, the non-performance of which do not materially interfere with Tenant's use of the Premises (hereinafter such items shall be referred to as "Punch List Items"). With regard to any Punch List items for Tenant Improvements, Tenant shall provide written notice to Property Manager no later than thirty (30) days after the Commencement Date specifying such Punch List Items with reasonable particularity. No later than sixty (60) days after receipt of such notice, Property Manager shall cause such Punch List Items to be completed;

5.8.2. that the Leasehold Improvements, other than Punch List Items, have been constructed in a good and workmanlike manner; and

5.8.3. that the Leasehold Improvements, other than Punch List Items, have been constructed substantially in accordance with the Working Drawings.

5.9. **AS-BUILT PLANS.** Upon completion of any Tenant Alterations other than those deemed to be Remodeling and Reconditioning, Tenant shall deliver to Property Manager, no later than thirty (30) days after such completion, a copy of the as-built plans and specifications for the Tenant Alterations. Upon receipt, Property Manager shall transfer such plans to Landlord's Master Plans at a cost to be borne by Tenant.

5.10. PROPERTY OF LANDLORD AT TERMINATION.

5.10.1. Landlord's Property. Any additions, alterations, improvements, or other such changes to the Premises resulting from Leasehold Improvements performed by either Landlord or Tenant ("Changes to Premises") shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant.

5.10.2. Not Landlord's Property. Landlord and Tenant acknowledge and agree that list of items below in Section 5.10.2.1 comprises a sample of equipment and trade fixtures that have been affixed to, or otherwise installed in, the Premises to be used in conjunction with the operation of Tenant's business ("Tenant's Business Equipment"). Tenant's Business Equipment shall not become property of the Landlord and shall be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Lease. Upon the removal of any Tenant's Business Equipment, Tenant shall promptly repair, at its expense and to the satisfaction of Landlord, any damage caused to the Premises as a result of such removal. Nothing herein, however, shall be deemed to be a waiver of Landlord's entitlement to a lien for rent, pursuant to Section 10.1 below, or a waiver of any of Landlord's other remedies provided in Article 10 below.

5.10.2.1. The following items comprise a sample of Tenant's Business Equipment:

All computers, printers, plotters, and wireless access points.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.10.2.2. In the event that additional equipment and trade fixtures, different in character or type from those in the sampling above, are installed in the Premises after the Lease Date of this Lease, Tenant shall provide written notice to Landlord of such installation and such notice shall be appended to this Lease and thereafter be incorporated in the sample of Tenant's Business Equipment. In the absence of such notification by Tenant, the determination of such additional items as either Changes to Premises or Tenant's Business Equipment shall be at the sole discretion of Landlord.

5.11. ALTERATIONS BY LANDLORD. The Plaza and Common Areas are at all times subject to the exclusive control and management of Landlord, except as otherwise provided herein. Without limiting the generality of the foregoing, and except as otherwise provided herein, Landlord has the right in its management and operation of the Plaza to do and perform such acts in and to the Plaza as in the use of good business judgment the Landlord determines to be advisable for the more efficient and proper operation of the Plaza, including:

5.11.1. Obstruct or close off all or any part of the Plaza for the purpose of maintenance, repair or construction;

5.11.2. Use any part of the Common Area for merchandising, display, decorations, entertainment, and structures designed for retail selling or special features or promotional activities;

5.11.3. Change area, level, location, arrangement or use of the Plaza or any part thereof;

5.11.4. Construct other buildings, structures or improvements in the Plaza and make alterations thereof, additions thereto, subtraction therefrom, or rearrangements thereof, build additional stories on any building, and construct additional buildings or facilities adjoining or proximate to the Plaza;

5.11.5. Construct multiple deck, elevated or underground parking facilities, and expand, reduce or alter same in any manner whatsoever.

**Article 6.**  
**Insurance.**

6.1. TENANT'S INSURANCE. Tenant shall, at its sole expense, procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Lease, in the minimum coverage and amounts as follows:

6.1.1. LIABILITY INSURANCE. Tenant shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.2. WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE. Tenant shall provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Landlord as an additional insured, Tenant shall provide to Landlord a waiver of all rights of subrogation against Landlord with respect to losses payable under such workers' compensation policy(ies).

6.1.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of Tenant's policies required under Section 6.1 above shall be declared to and approved by Landlord.

6.1.4. LANDLORD AS ADDITIONAL INSURED. Landlord, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Tenant's insurance policies, other than workers' compensation policies and any other policy types not listed in this Lease, that include coverage for the following:

6.1.4.1. liability arising from, or in connection with, activities performed by, or on behalf of, Tenant;

- 6.1.4.2. products and completed operations of Tenant;
- 6.1.4.3. premises owned, occupied, or used by Tenant; or
- 6.1.4.4. automobiles owned, leased, hired, or borrowed by Tenant.

6.2. TENANT'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Lease, Tenant's insurance coverage pursuant to Section 6.1.1 shall be primary insurance with respect to Landlord, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. In such instances when Tenant's insurance coverage is primary, Tenant hereby waives all rights of subrogation against Landlord with respect to losses payable under such insurance coverage.

6.2.1. CERTIFICATES OF INSURANCE. Tenant shall furnish Landlord with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Landlord prior to the commencement of Tenant's occupancy under this Lease. Landlord reserves the right to require complete, certified copies of all Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to Landlord. All of Tenant's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida (the "Insurance Criteria").

6.2.2. OTHER ENDORSEMENTS REQUIREMENTS FOR TENANT'S INSURANCE. Each of Tenant's required insurance policies shall contain endorsements for, or otherwise provide, the following:

6.2.2.1. that, to the extent of insurer's limits of liability, Tenant's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to Tenant's insurance policies maintained pursuant to Section 6.1.2 above); and

6.2.2.2. that the companies issuing the insurance policy(ies) shall have no recourse against Landlord for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Tenant.

6.2.3. BLANKET POLICIES. Any of the insurance required by Tenant pursuant to this Lease may be carried in the form of blanket policies covering other property owned or leased by Tenant as well as the Premises, provided that (i) the policies otherwise comply in all respects with the provisions of this Lease, and (ii) the policies allocate to the Premises not less than the specified coverage required pursuant to this Lease, without possibility of reduction or co-insurance by reason of any damage to any other premises named therein, so that the protection afforded under any policy of blanket insurance shall be no less than that which would have been afforded under a separate policy or policies relating only to the Premises. If the insurance required pursuant to this Lease shall be effected by any such

blanket policies, Tenant shall first furnish or cause to be furnished to Landlord certificates of insurance showing the amount of insurance afforded by such policies that is applicable to the Premises.

6.3. **LANDLORD'S INSURANCE.** Landlord also agrees to carry and maintain a broad form commercial general liability insurance (written on an occurrence basis and including contractual liability coverage endorsement covering Landlord's indemnity obligations under this Lease in limits it reasonably deems appropriate (but in no event less than the limits required by Tenant pursuant to Section 6.1). In addition, Landlord agrees to carry and maintain property insurance (with replacement cost coverage) covering the Plaza in the amount of not less than the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements. The insurance policies maintained by Landlord shall satisfy the Insurance Criteria. Landlord hereby waives all rights of subrogation against Tenant with respect to losses payable under such insurance coverages.

6.4. **WAIVER OF SUBROGATION RIGHTS.** Anything in the Lease to the contrary notwithstanding, Landlord and Tenant hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Premises or the Plaza, or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Lease (or, if any such party fails to maintain the insurances and coverages such party is required to maintain under this Lease, would have been insured had the applicable party maintained the insurances and coverages such party is required to maintain under this Lease), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, partners, servants or shareholders, and each party covenants that no insurer shall hold any right of subrogation against such other party.

**Article 7.**  
**Indemnification of the Parties.**

7.1. **TENANT'S INDEMNITY.** Without waiving its right to sovereign immunity, Tenant shall, to the extent allowed by law, indemnify and hold harmless Landlord and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees in connection with any injury or loss of property, personal injury, or death occurring in, on or about the Premises or the Plaza caused by the negligent or wrongful act or omission of Tenant. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Landlord or any of the agents or employees of Landlord nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Landlord (or would have been covered had Landlord maintained the insurance policies Landlord is required to maintain pursuant to the terms of this Lease)

7.2. **LANDLORD'S INDEMNITY.** Without waiving its right to sovereign immunity, Landlord shall, to the extent allowed by law, indemnify, and hold harmless, Tenant and its respective agents, officers, directors, and employees promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Premises or the Plaza caused

by the negligent or wrongful act or omission of Landlord. Notwithstanding the foregoing, Landlord shall not be required to indemnify Tenant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Tenant or any of the agents or employees of Tenant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Tenant (or would have been covered had Tenant maintained the insurance policies Tenant is required to maintain pursuant to the terms of this Lease).

7.3. NOTICE OF INDEMNIFICATION. A party's duty to indemnify pursuant to the provisions of this Article 7 shall be conditioned upon the giving of reasonable notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with Section 7.4 below.

7.4. THIRD PARTY CLAIM PROCEDURE. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Lease and indemnification in respect of such claim is sought under the provisions of this Article 7 by such party against another party to this Lease, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than 10 Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

7.5. REMEDIES CUMULATIVE. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the parties hereto to elect among remedies.

7.6. SURVIVAL. The provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

**Article 8.**  
**Damage, Destruction and Condemnation.**

8.1. DAMAGE OR DESTRUCTION TO PREMISES.

8.1.1. DAMAGE FROM CERTAIN CAUSES. Neither Landlord nor any mortgagee(s) shall be liable or responsible to Tenant, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, or any cause beyond Landlord's control.

8.1.2. REPAIR AND RESTORATION. If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, the determination of the parties rights, duties, and obligations under this Lease shall proceed in accordance with the following procedure:

8.1.2.1. NOTICE. In the event of a fire or other casualty in the Premises, Tenant shall immediately give notice thereof to Landlord.

8.1.2.2. PARTIAL DESTRUCTION. Except as otherwise provided in Section 8.1.2.5 below, if the Premises are partially destroyed by fire or other casualty so as to render the Premises untenable in whole or in part, the Rent provided for herein shall abate thereafter as to the portion of the Premises rendered untenable until such time as the Premises are made tenantable as determined by the Parties.

8.1.2.3. TOTAL DESTRUCTION. Except as provided in Section 8.1.2.5 below, if the Premises or the Plaza are totally or substantially damaged or destroyed from any cause and Landlord decides not to rebuild, or (ii) the Premises are rendered untenable in whole or in substantial part as a result of a fire or other casualty, and/or so damaged as to materially and adversely affect Tenant's business that it cannot operate and repairs as reasonably estimated by Landlord will take one hundred twenty (120) days or longer from the date of the casualty to complete, then either party may terminate this Lease within thirty (30) days from the date of the casualty by providing written notice to the other party and all Rent owed up to the time of such damage or destruction shall be paid by Tenant and thenceforth this Lease shall terminate. In the event this Lease is not terminated, Landlord shall diligently pursue the repairs and Rent as provided for herein shall abate until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

8.1.2.4. OBLIGATION TO REBUILD. If Landlord decides (or is required) to rebuild the Premises, then Landlord shall commence and prosecute any repair work promptly and with reasonable diligence but shall only be obligated to restore or rebuild the Premises to Building Standard Condition; provided, however, Tenant may cause Landlord to rebuild or restore the Premises to the condition it was in prior to such damage or destruction if Tenant bears the cost, including rentals which are lost due to any excess construction time, of such restoration or



rebuilding to the extent the same exceeds the costs Landlord would have incurred had only Building Standard improvements been constructed.

8.1.2.5. TENANT NEGLIGENCE. If the Premises or any other portion of the Plaza is damaged by fire or other casualty resulting from the fault or negligence of Tenant or its agents, contractors, or employees, Tenant shall be liable to Landlord for the cost of repair and restoration of the Plaza to the extent such costs are not covered by insurance proceeds.

## 8.2. CONDEMNATION.

8.2.1. TOTAL TAKING. If the whole of the Premises (provided that if 60% or more of the Premises are taken, Tenant may deem that all of the Premises are taken), or such portion thereof as shall make the Premises unusable, in Landlord's judgment, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date.

8.2.2. PARTIAL TAKING. If less than the whole of the Premises, or less than such portion thereof as shall make the Premises unusable as of the Taking Date, is taken, Base Rent, Additional Rent, and any other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land and Landlord's attorney's fees and costs).

8.2.3. FULL COMPENSATION AWARD. All compensation awarded or paid upon a total or partial taking of the Premises or Tower Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for business damages or damage to, or cost of, removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

## **Article 9. Maintenance and Repairs.**

9.1. LANDLORD'S OBLIGATIONS. Landlord's obligation, at Landlord's expense, to maintain, repair, and otherwise keep in good working order the various components of the Plaza and Tower Building, other than the Premises and other areas leased exclusively to tenants, shall be governed as follows:

9.1.1. Maintaining the Plaza and Tower Building in an attractive, Class A, and fully operative condition.

9.1.2. Keeping in good working order, condition, and repair the foundation, roof, the exterior walls of the Tower Building, structural and nonstructural; the exterior windows, exterior doors, exterior plate glass and window glazing, and exterior walls of the Tower Building including those that are contained in the Premises; the base building mechanical, HV/AC, electrical and plumbing, and fire and life safety systems including without limitation the water supply lines, sewer lines, gas lines, and electrical lines providing service to the Tower Building; and the entrances, sidewalks, corridors, driveways, parking areas, and garage, landscaping and other facilities from time to time comprising the Common Areas.

9.1.3. In addition, but subject nevertheless to any applicable waivers set forth in this Lease, Landlord may charge to Tenant as Additional Rent the cost of any repairs of damage to the building components listed in Section 9.1.2 above which damage was caused by Tenant's acts or omissions.

9.1.4. Landlord shall not be obligated to maintain or repair the interior surfaces of the walls in the Premises nor any other interior component of the Premises, except if any damage was caused by Landlord's acts or omissions; provided, however, that Landlord's failure to repair damage, the existence of which it is not aware, shall not be deemed to be an omission.

9.1.5. Landlord shall not be obligated to make any repairs under this Section 9.1 of which Landlord is unaware until receipt of a written notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs within five (5) Business Days and shall complete such repairs within such time frame as necessary to keep the Premises tenantable.

9.2. TENANT'S OBLIGATIONS. Except as specifically provided to the contrary in Section 9.1 above, Tenant's obligation to maintain, repair, and otherwise keep in good working order the various components of the Premises shall be governed as follows:

9.2.1. Tenant shall at its sole expense throughout the Term and any continuation thereof, maintain the Premises in good order, condition and repair including, without limitation, Tenant's Telecommunications Equipment as that term is defined in Section 12.1.2 below.

9.2.2. All of Tenant's obligations to maintain and repair shall be accomplished at Tenant's sole expense. If Tenant fails to maintain and repair the Premises as required by this Section 9.2, Landlord may, on ten (10) days' prior notice (except that no notice shall be required in case of emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance or repair.

9.2.3. If Tenant refuses or neglects to make repairs and/or to maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. Such work shall be paid for by Tenant, as Additional Rent, promptly upon receipt of a bill therefore.

9.3. **CONDITION UPON TERMINATION.** Landlord's and Tenant's obligations to maintain, repair, and otherwise keep in good working order the various components of the Premises upon the termination of this Lease shall be governed as follows:

9.3.1. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as on the Commencement Date except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

9.3.2. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Section 9.1 above.

9.3.3. Tenant shall repair, at Tenant's expense, any damage to the Premises, Tower Building, or Plaza caused by the removal of any of Tenant's personal property, including but not limited to furniture, machinery and equipment.

9.3.4. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent:

9.3.4.1. any power wiring or power panels; lighting or lighting fixtures;

9.3.4.2. any millwork and cabinetry;

9.3.4.3. any wall coverings; drapes, blinds or other window coverings;

9.3.4.4. any carpets or other floor coverings;

9.3.4.5. any heaters, air conditioners, or any other heating or air conditioning equipment; or

9.3.4.6. any fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

### **Article 10.**

#### **Default and Remedies; Landlord's Lien for Rent.**

10.1. **LANDLORD'S LIEN FOR RENT.** This section has been intentionally deleted.

10.2. **DEFAULT BY TENANT.**

10.2.1. **EVENTS OF DEFAULT.** The occurrence of any of the following events by Tenant shall be considered an event of default by Tenant under this Lease

10.2.1.1. the failure by Tenant to pay any sum of money to be paid by Tenant under this Lease and such failure continues for five (5) days after receipt of written notice from Landlord;

10.2.1.2. the failure by Tenant to comply with or perform any of the other material terms, provisions, covenants or conditions which Tenant is required to observe and to perform, and any of such failures or actions continue for a period of ten (10) days after notice thereof; provided, however, if the nature of the default is such that it cannot be cured with the exercise of Tenant's diligent efforts within the ten (10) day period, Tenant shall have up to thirty (30) days from the date of

Landlord's notice to cure such default, provided Tenant undertakes such curative action within the ten (10) day period and diligently and continuously proceeds with such curative action using Tenant's best efforts;

10.2.1.3. the vacation or abandonment by Tenant of the Premises or any part thereof during the Term or any continuation thereof, unless such vacation or abandonment is in accordance with the provisions of Section 4.8 above;

10.2.1.4. subject to Section 13.24 below, if Tenant is a corporation, if Tenant ceases to exist as a corporation in good standing in the state of its incorporation, or, if Tenant is a partnership or other entity, if Tenant is dissolved or otherwise liquidated;

10.2.2. LANDLORD'S REMEDIES. Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to the remedies as follows below, which remedies shall be cumulative and shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the following remedies upon an event of default shall not constitute a waiver. Notwithstanding anything to the contrary contained herein, Landlord agrees to exercise commercially reasonable efforts to mitigate its damages.

10.2.2.1. Landlord may terminate this Lease and dispossess Tenant;

10.2.2.2. Landlord may terminate Tenant's right of possession to the Premises without terminating this Lease;

10.2.2.3. Landlord may stand by and do nothing, and hold Tenant liable for all Rent payable under this Lease through the remainder of the Term.

10.2.3. SURRENDER OF POSSESSION. This section has been intentionally deleted.

10.2.4. BENEFIT OF THE BARGAIN. This section has been intentionally deleted.

10.2.5. RIGHT TO RELET.

10.2.5.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, pursuant to Section 10.2.2.2 above, Tenant shall continue to be liable for all Rent and Landlord shall endeavor to mitigate its damages by exercising commercially reasonable efforts to relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

10.2.5.1.1. the costs incurred by Landlord in reletting the Premises, including, without limitation, remodeling costs, brokerage fees, and advertising;

10.2.5.1.2. the accrued sums, plus interest and late charges if in arrears, under the terms of this Lease;

10.2.5.1.3. Landlord's cost of recovering possession of the Premises;  
and

10.2.5.1.4. the cost of storing any of Tenant's property left on the  
Premises after reentry.

10.2.5.2. CONTINUING RIGHTS. This section has been intentionally  
deleted.

10.2.6. STORAGE OF PROPERTY. Any and all property which may be removed  
from the Premises by Landlord pursuant to the authority of this Lease or of law, may be  
handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk,  
cost and expense of Tenant, and Landlord shall in no event be responsible for the value,  
preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all  
reasonable expenses incurred in such removal and all storage charges against such property so  
long as the same shall be in Landlord's possession or under Landlord's control. Any such  
property of Tenant not retaken by Tenant from storage within thirty (30) days after removal  
from the Premises, other than any files and other documents which are subject to attorney-  
client privilege, shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under  
this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

10.2.7. COSTS. Upon any default by Tenant, Landlord shall be entitled to receive  
from Tenant the payment of costs as follows:

10.2.7.1. Tenant shall pay to Landlord on demand all fees and costs,  
including reasonable attorneys' fees and costs, incurred by Landlord, whether  
incurred in preparation for or at trial, on appeal, or in bankruptcy, in enforcing any of  
the obligations of Tenant under this Lease;

10.2.7.2. Tenant shall pay to Landlord any reasonable expenses incurred by  
Landlord in re-entering the Premises, reletting the Premises and putting the Premises  
into the condition necessary for such reletting (including attorneys' fees and  
disbursements, marshal's fees, and brokerage fees, in so doing); and

10.2.7.3. Tenant shall pay to Landlord any other expenses reasonably  
incurred by Landlord.

10.2.8. WAIVER. No delay or omission by Landlord in exercising a right or remedy  
as provided in this Section 10.2 shall exhaust or impair the same or constitute a waiver of, or  
acquiescence to, a default.

10.3. DEFAULT BY LANDLORD. In the event of any default by Landlord, Tenant's  
exclusive remedy shall be an action for damages, but prior to any such action Tenant will give  
Landlord written notice specifying such default with particularity, and Landlord shall have a period  
of thirty (30) days following the date of such notice in which to commence the appropriate cure of  
such default. Unless and until Landlord fails to commence and diligently pursue the appropriate  
cure of such default after such notice or complete same within a reasonable period of time, Tenant  
shall not have any remedy or cause of action by reason thereof.

10.4. NON-WAIVER. Neither acceptance of Rent by Landlord nor failure by Landlord to  
declare any default immediately upon occurrence thereof, or delay in taking any action in

connection therewith, shall waive such default, but Landlord may declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. Waiver by Landlord of any right for any default by Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

10.5. HOLDING OVER. This section has been intentionally deleted.

10.6. ATTORNEY'S FEES. In addition to Landlord's entitlement to costs as provided in Section 10.2.7 above, if either party defaults in the performance of any of the terms, agreements or conditions contained in this Lease and the other party places the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder or recovery of the possession of the Premises, in the hands of an attorney who files suit upon the same and should such non-defaulting party prevail in such suit, the defaulting party agrees to pay the other party's reasonable attorneys' fees and costs.

### **Article 11. Protection of Lenders.**

11.1. SUBORDINATION AND ATTORNMENT. This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now exists or may hereafter be executed affecting the Premises under which Landlord, its successors, or assigns shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises, Tower Building or the Plaza, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant, upon demand, shall further evidence its subordination by executing a subordination and attornment agreement in form and substance acceptable to Landlord and its mortgagee or ground lessor, which subordination and attornment agreement may provide, at the option of such mortgagee or ground lessor, that so long as no default or event which with the passing of time or giving of notice would constitute a default exists under this Lease, the peaceable possession of Tenant in and to the Premises for the Term shall not be disturbed in the event of the foreclosure of the subject mortgage or termination of the subject ground or underlying lease affecting the Premises. If Landlord's interest in the Tower Building and/or Plaza, or that of its successors or assigns, is acquired by any ground lessor, mortgagee, or purchaser at a foreclosure sale or transfer in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Lease, Premises, Tower Building or Plaza and recognize such transferee or successor as Landlord under this Lease. Notwithstanding the foregoing, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

11.1.1. Notwithstanding anything contained in this Lease to the contrary, any subordination and/or attornment set forth in Section 11.1 above shall be conditioned upon Landlord causing any future mortgagee or ground lessor to enter into an agreement confirming such subordination, attornment and non-disturbance in a commercially reasonable form.

11.1.2. No later than thirty (30) days after the Lease Date hereof, Landlord shall obtain for the benefit of Tenant from any current mortgagee or ground lessor a non-disturbance agreement in a commercially reasonable form.

11.2. ESTOPPEL CERTIFICATES AND SUBORDINATION AND NON-DISTURBANCE AGREEMENT. Within fifteen (15) days of receipt of written request from Landlord, any lender, or at the request of any purchaser of the Tower Building and/or Plaza, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other things, the following information. Landlord shall likewise deliver a similar estoppel certificate within fifteen (15) days of the request of Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord the following information:

11.2.1. a description of any renewal or expansion options, if any;

11.2.2. the amount of rent currently and actually paid by Tenant under this Lease;

11.2.3. that the Lease is in full force and effect as modified;

11.2.4. that Tenant is in possession of the Premises;

11.2.5. stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and

11.2.6. stating whether Tenant or Landlord has claims against the other party and, if so, specifying with particularity the nature and amount of such claim.

## **Article 12. Telecommunications.**

12.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

12.1.1. "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to telephone service, cable television service, data service, internet service, fiber optics service, annunciator service, and other similar services that may not exist as of the Lease Date of this Lease but are created thereafter.

12.1.2. "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

12.2. IN GENERAL. All Telecommunications Services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All alterations, modifications, replacements, or installations of Tenant's Telecommunications Equipment, other than those involving only wiring for workstation operations within the Premises, shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Except as provided in Section 1.6 above, or unless Landlord otherwise requests or consents in writing, all of Tenant's Telecommunications Equipment shall be and remain solely in the Premises and the telephone

closet(s) on the floor(s) on which the Premises is located, in accordance with rules and regulations adopted by Landlord from time to time.

12.3. MAINTENANCE. Landlord shall have no responsibility for the maintenance of Tenant's Telecommunications Equipment nor for any wiring or other infrastructure to which Tenant's Telecommunications Equipment may be connected.

12.4. INTERRUPTION OF SERVICE. Tenant agrees that, to the extent any of Tenant's Telecommunication Services are interrupted, curtailed or discontinued from any cause whatsoever, Landlord shall have no obligation or liability with respect thereto unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off Telecommunications Equipment at any time in the event of emergency and at any time during Non-Building Hours as necessary in connection with the operation of the Tower Building or installation of Telecommunications Equipment for other tenants of the Tower Building.

12.5. REMOVAL OF TELECOMMUNICATIONS EQUIPMENT. Any and all Telecommunications Equipment installed in the Premises or elsewhere in the Tower Building by or on behalf of Tenant after the Lease Date of this Lease shall be removed, prior to the expiration or earlier termination of the Term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost. With regard to installations of Telecommunications Equipment on the Tower Building roof or elsewhere outside the Premises, Tenant shall, at Tenant's expense, promptly remove any such Telecommunications Equipment in the event Tenant discontinues or otherwise abandons the use of such Telecommunications Equipment at any time during the Term of this Lease.

12.6. NEW PROVIDER SELECTION; INSTALLATION. In the event that Tenant wishes at any time to utilize the services of a Telecommunications Services provider whose equipment is not then servicing the Tower Building or Plaza, the installation of such Telecommunications Services provider's lines and other equipment, other than those involving only wiring for workstation operations within the Premises, shall not be permitted unless and until the following conditions are satisfied:

12.6.1. No Telecommunications Services provider shall be permitted to install its lines or other equipment within the Tower Building or Plaza without first securing the prior written approval of Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the Telecommunications Services provider.

12.6.2. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval:

12.6.2.1. Landlord shall incur no expense whatsoever with respect to any aspect of the Telecommunications Services provider's provision of its services, including without limitation, the costs of installation, materials and services;

12.6.2.2. prior to commencement of any work in or about the Tower Building or Plaza by the Telecommunications Services provider, the



Telecommunications Services provider shall supply Landlord with the written insurance and indemnities as required in Article 6 and Section 7.1 above, respectively, and with any financial statements, and such other items as Landlord reasonably determines to be necessary to protect its financial interests and the interests of the Plaza relating to the proposed activities of the Telecommunications Services provider;

12.6.2.3. the Telecommunications Services provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of the Plaza, Tenants of the Plaza, and Landlord;

12.6.2.4. Landlord shall reasonably determine that there is sufficient space in the Tower Building for the placement of all of the Telecommunications Services provider's equipment and materials;

12.6.2.5. the Telecommunications Services provider agrees to abide by Landlord's requirements, if any, that Telecommunications Services provider use existing Tower Building conduits and pipes or use building contractors, or other contractors approved by Landlord;

12.6.2.6. Landlord receives from the Telecommunications Services provider such compensation as is reasonably determined by Landlord to compensate it for space used in the Tower Building for the storage and maintenance of the Telecommunications Services provider's equipment, for the fair market value of a Telecommunications Services provider's access to the Tower Building, and for the costs which may reasonably be expected to be incurred by Landlord;

12.6.2.7. the Telecommunications Services provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the Telecommunications Services provider's equipment is complete; and

12.6.2.8. all of the foregoing matters are documented in a written license or other agreement between Landlord and the Telecommunications Services provider, the form and content of which is reasonably satisfactory to Landlord.

12.6.3. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Telecommunications Services provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective Telecommunications Services provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically but without limitation, no Telecommunications Services provider shall be deemed a third party beneficiary of this Lease.

12.7. **WIRELESS TELECOMMUNICATIONS EQUIPMENT.** Other than usual and customary cellular telephones and routers, Tenant shall not utilize any wireless Telecommunications

Equipment, including antennae and satellite receiver dishes, in or on the Tower Building or Adjacent Building, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Plaza, and the other tenants therein, in a manner similar to the arrangements described in Article 12.

12.8. INTERFERENCE WITH OTHERS. In the event that Telecommunications Equipment installed by or at the request of Tenant within the Premises after the Lease Date of this Lease, or elsewhere within the Tower Building, causes interference to equipment used by another party installed prior to the date of Tenant's installation, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative Telecommunications Equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such Telecommunications Equipment, and, at Landlord's discretion, remove such Telecommunications Equipment in accordance with Section 12.5 above.

**Article 13.**  
**Miscellaneous Provisions.**

13.1. LANDLORD'S LIABILITY; CERTAIN DUTIES. As used in the Lease, the term "Landlord" means only the owner of the fee title to the Tower Building or the leasehold estate under a ground lease of the Tower Building at the time in question. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such landlord owns such interest or title. Any landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

13.2. SECURITY DEPOSIT. There shall be no security deposit required to be paid by Tenant.

13.3. INTERPRETATION. The captions of the Paragraphs of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

13.4. INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease contains and embodies the entire agreement of the parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Landlord and Tenant.

13.5. NOTICES. Any notice or document, other than rent, required or permitted to be delivered by the terms of this Lease shall be delivered as follows:

13.5.1. Any of the following forms of delivery are acceptable:

13.5.1.1. by hand delivery;

13.5.1.2. by certified mail, return receipt requested; or

13.5.1.3. by guaranteed overnight delivery service.

13.5.2. Notices to Tenant shall be delivered to the address specified in the introductory paragraph of this Lease, with a copy to the following:

Leon County – City of Tallahassee  
Blueprint Intergovernmental Agency  
315 South Calhoun Street, Suite 450  
Tallahassee, Florida 32301  
Attn: Cristina Paredes, OEV Director

With a copy delivered to:

Patrick T. Kinni, Esq.  
Leon County – City of Tallahassee  
Blueprint Intergovernmental Agency  
315 South Calhoun Street, Suite 450  
Tallahassee, Florida 32301

13.5.3. Notices to Landlord shall be delivered to:

Leon County Facilities Management Division  
1907 South Monroe Street  
Tallahassee, FL 32301

With a copy delivered to:

Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Tallahassee, FL 32301

13.5.4. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13.6. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

13.7. **WAIVERS.** All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

13.8. **NO RECORDATION.** Tenant shall not record this Lease or any memorandum of lease without prior written consent from Landlord.

13.9. **JOINT AND SEVERAL LIABILITY.** Paragraph Intentionally Omitted.

13.10. **FORCE MAJEURE.** The performance by either party to this Lease of its obligations, shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control include, but are not limited to, acts of the other party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing party.

13.11. **EXECUTION OF LEASE.** Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section 13.11. In the event that Tenant is the first party to execute this Lease, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

13.12. **NO RIGHT OF FIRST REFUSAL.** Other than as specifically provided in this Lease, in no event shall this Lease constitute a right of first refusal for Tenant to purchase or lease any other portion of the Premises, Tower Building, or Plaza.

13.13. **AUTHORITY.**

13.13.1. **TENANT'S AUTHORITY.** As a material inducement to Landlord to enter into this Lease, Tenant represents and warrants to Landlord as follows:

13.13.1.1. Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

13.13.1.2. this Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

13.13.1.3. Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

13.13.1.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation, if a corporation, agreement of partnership, if a partnership, and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

13.13.2. **LANDLORD'S AUTHORITY.** As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

13.13.2.1. Landlord, and the party executing on behalf of Landlord, are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

13.13.2.2. this Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

13.13.2.3. Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

13.13.2.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved by all necessary corporate action, as the case may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's bylaws or other charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

13.14. **FLORIDA LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida, and

13.15. COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

13.16. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.

13.17. APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Tower Building or Plaza or any of their respective agents, partners or employees that such plans and specifications are either (i) complete or suitable for their intended purpose, or (ii) in compliance with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Tower Building or Plaza nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

13.18. RELATIONSHIP. Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

13.19. BROKER COMMISSION. Landlord and Tenant covenant, represent, and warrant to each other that neither Party has had any dealings or negotiations with any broker or agent in connection with the consummation of this Lease. As such, Landlord and Tenant acknowledge and agree that there is no broker commission due to be paid in connection with the lease of the Premises.

13.20. WAIVER OF TRIAL BY JURY. Paragraph Intentionally Omitted.

13.21. RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and executed both by Landlord and Tenant shall be deemed to be a part of this Lease and are hereby incorporated.

13.22. TENANT ASSIGNMENT. Tenant shall not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. No sublessee of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. Notwithstanding the foregoing, Tenant may, without Landlord's consent, but with written prior notice to Landlord with such notice to include details regarding the transaction, purporting to comply with the terms of this Lease sublet all or any portion of the Premises or assign this Lease to (i) a parent, subsidiary, affiliate, division or entity controlling, controlled by or under common control with Tenant, (ii) a successor corporation or other entity related to Tenant by merger, consolidation, reorganization or government action, (iii) a party that acquires all or substantially all of the assets of Tenant in a common plan or scheme.

13.23. LANDLORD ASSIGNMENT. Subject to Section 13.1 above, Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease.

Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

13.24. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Lease).

13.25. HAZARDOUS MATERIAL.

13.25.1. "Hazardous Material" shall mean any of the following:

13.25.1.1. oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Plaza or to persons on or about the Plaza or (ii) cause the Plaza to be in violation of any Hazardous Materials Laws (as defined below);

13.25.1.2. asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas;

13.25.1.3. chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted Hazardous waste", or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Federal Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Clean Water Act, 33 U.S.C. §1151, et seq.; the National Environmental Policy Act, 42 U.S.C. §1857, et seq.; the Regulations of the Environmental Protection Agency, 33 C.F.R. and 40 C.F.R.; Chapters 373, 376, 380 and 403 of the Florida Statutes and rules related thereto, including Chapters 17, 27 and 40 of the Florida Administrative Code; and all Leon County environmental protection ordinances or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

13.25.1.4. other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Tower Building or the Plaza or the owners and/or occupants of property adjacent to or surrounding the Tower Building or the Plaza, or any other person coming upon the Tower Building, the Plaza or adjacent property; and

13.25.1.5. other chemicals, materials or substances which may or could pose a hazard to the environment.

13.25.2. “Hazardous Materials Claims” shall mean any enforcement, cleanup, removal, remedial or other governmental or regulatory actions, agreements or orders instituted pursuant to any Hazardous Materials Laws; and any claims made by any third party against Landlord, Tenant or the Tower Building or the Plaza relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials.

13.25.3. “Hazardous Materials Laws” shall mean any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, and Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Plaza, including, without limitation, soil, groundwater and indoor and ambient air conditions.

13.25.4. Tenant shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the Premises, regardless of when they become effective, including, without limitation, all Hazardous Materials Laws (collectively, “Laws”). Landlord shall comply with all Hazardous Materials Laws with respect to common areas of the Plaza. Tenant shall promptly cure and satisfy all Hazardous Materials claims arising out of or by reason of the activities or businesses of Tenant, its sub-tenants, or the agent contractors, businesses or employees of Tenant or any sub-tenant. Nothing done by Tenant in its use of occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Tower Building.

13.25.5. Tenant shall not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose that is disreputable or productive of fire hazard, or permit anything to be done that would increase the rate of fire or other insurance coverage on the Tower Building and/or its contents. If Tenant does or permits anything to be done that shall increase the cost of any insurance policy required to be carried hereunder, then Tenant shall reimburse Landlord, upon demand, for any such additional premiums. Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed. Nothing done by Tenant in its use or occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Tower Building.

13.25.6. Tenant shall not cause or permit (i) any Hazardous Material to be brought upon, kept or used in or about the Premises, the Tower Building, the Plaza, or the Plaza’s parking garage by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, other than drinking cups, office supplies and similar substances commonly found in commercial office buildings and in Tenant’s business in quantities or concentrations that do not violate any Laws and (ii) any violation of the Laws. If Tenant breaches the obligations stated in the preceding sentence, or if contamination of the Premises by Hazardous Material occurs for which Tenant is legally liable to Landlord for damage



resulting therefrom, or if Tenant's activities or those of its contractors, agents, employees, businesses (or those of its subtenants) result in or cause a Hazardous Materials Claim, except if caused by Landlord's negligence or willful misconduct, then Tenant shall indemnify, defend, protect and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Tower Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Tower Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Tower Building caused by Tenant and not by Landlord's negligence or willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

13.25.7. Incidents Triggering Landlord Requirements. In the event of the occurrence of any of the following incidents involving Hazardous Materials, Landlord shall, at its sole cost and expense, promptly take all action in response to such situation required by Hazardous Materials Laws. Landlord's responsibility shall extend only to incidents involving Hazardous Materials in the Plaza, exclusive of the Premises to the extent caused by Tenant, except if caused by Landlord's negligence or willful misconduct. The incidents giving rise to such requirements of Landlord include, but are not limited to, the following:

13.25.7.1. activity by Landlord giving rise to a release of Hazardous Materials in the Plaza, exclusive of the Premises, that is not in compliance with Hazardous Materials Laws or permits issued thereunder;

13.25.7.2. activity by Landlord giving rise to any claim or requiring a response under Hazardous Materials Laws or permits issued thereunder;

13.25.7.3. activity by Landlord causing a significant public health effect; or

13.25.7.4. activity by Landlord creating a nuisance.

13.25.8. Landlord Indemnification. Landlord agrees that Landlord's indemnity of Tenant as set forth in Section 7.2 above shall be applicable to any and all claims and demands in connection with the following activities of Landlord in the Plaza, exclusive of the Premises, which occur during the Term of this Lease and which arise from events or conditions which came into existence after the Commencement Date, except if caused by Tenant's negligence or willful misconduct:

13.25.8.1. any release, threatened release, or disposal of any Hazardous Materials at the Plaza by Landlord; or

13.25.8.2. Landlord's violation of any Hazardous Materials Laws at the Plaza, pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety.

Landlord's indemnification shall not be applicable to any claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) suffered or incurred by Tenant in or on the Premises except if caused by Landlord's negligence or wrongful act or omission.

13.26. PAYMENT BY ACH. Tenant shall have the right to make all payments of Rent, as that term is defined in Section 2.5 above, via Automated Clearing House ("ACH"). Landlord agrees to cooperate with Tenant to complete all necessary forms in order to accomplish the ACH method of payment.

**Article 14.**  
**Services.**

14.1. LANDLORD SERVICES TO TENANT. Throughout Term, Landlord agrees that, without charge (except as expressly set forth in the Operating Expenses provisions of this Lease), it will furnish to Tenant the following services for the Premises and Common Areas in accordance with standards at least as high as that customarily provided in other first-class office buildings of comparable quality in the Downtown Tallahassee Area:

14.1.1. Electricity for normal lighting purposes and the operation of office equipment twenty-four (24) hours a day seven (7) days a week, in a manner consistent with first-class office buildings in the Area and equivalent to the level of electrical service being provided by the Landlord in the Tower Building on the Lease Date hereof;

14.1.2. Adequate supplies for restrooms;

14.1.3. Normal and usual janitorial and cleaning services to be provided each Business Day during Non-Building Hours and day porter services to be provided each Business Day during Building Hours;

14.1.4. Hot and cold running water and sewer service in the bathrooms and kitchen areas twenty-four (24) hours a day seven (7) days a week;

14.1.5. Heating, ventilation, and air conditioning service ("HV/AC Service") during Building Hours that provides air temperature conditions within the Premises ranging from 68 degrees Fahrenheit (or such lower temperature as State or Federal law may require) to 74 degrees Fahrenheit during peak load months during the heating season and ranging from 70 degrees Fahrenheit to 76 degrees Fahrenheit (or such higher maximum temperature as State or Federal law may require) during peak load months during the cooling season. Landlord hereby certifies that, as of the Lease Date hereof, the boiler(s) servicing the Tower Building have been calibrated to permit the most efficient operation. Landlord and Tenant agree that in order to provide for such temperature conditions, Tenant must operate the Premises under normal business operations based upon reasonable occupancy levels. Landlord shall also make available such HV/AC Service during Non-Building Hours; provided, however, that such availability of HV/AC Service shall be subject to the following conditions:

14.1.5.1. Payment of Additional Rent in the amount of \$35.00 per hour for each such Non-Building Hour or part thereof, payable in accordance with Section 2.4 above, in consideration for the additional wear and tear on each piece of

equipment necessary to provide such HV/AC Service including, but not limited to, chiller(s), boiler(s), pump(s), motor(s), air handling unit(s), belts, air filters, lube, additional preventative maintenance, reduction of life cycle for each such piece of equipment, and utility service such as electricity, demand charges, and water; and

14.1.5.2. Tenant's obligation to pay such Additional Rent shall commence only upon Landlord's installation, at Landlord's expense, of an Afterhours HV/AC Control Switch (as hereinafter defined) in a location to be determined as acceptable to Tenant. As used herein, the term "Afterhours HV/AC Control Switch" shall mean, at a minimum, a spring-wound mechanical timer with a range of zero to twelve hours and the ability to turn off automatically and which permits Tenant to initiate the provision of HV/AC Services to the Premises during Non-Building Hours without the need for Tenant to interact with any persons. The HV/AC Control Switch shall be installed by Landlord no later than thirty (30) days after the Lease Date of this Lease in a location in the Premises reasonably acceptable to Tenant.

14.1.6. Automatically operated elevator service all of which (i.e. three (3) elevators) shall be in service during Building Hours and a minimum of two (2) elevators in operation at all times;

14.1.7. All electric bulbs, ballasts and fluorescent tubes and replacements thereof in Building Standard light fixtures in the Premises and the Common Areas;

14.1.8. Lamping of all Building Standard ceiling lighting fixtures in the Premises and the Common Areas.

14.2. In the event of an interruption of services, Landlord will use commercially reasonable efforts to cause the restoration of any such interrupted services. If (i) access to any part of the Premises or any utility or service is interrupted (which interruption in service shall include the failure of Landlord to repair or maintain any part of the Building or provide any service required hereunder to be provided) or the use of any part of the Premises, the Tower Parking Spaces, and/or the Gadsden Parking Spaces by Tenant is interrupted as a result of any entry by or work performed in or around the Premises by or on behalf of Landlord, and (ii) such interruption shall continue for more than three (3) consecutive Business Days after written notice of such interruption or failure from Tenant to Landlord, and if such interruption or failure shall render any portion of the Premises unusable for the normal conduct of Tenant's business, then all Base Rent and Additional Rent payable hereunder with respect to such unusable portion of the Premises shall be abated retroactively for the period beginning on the date of the interruption or failure and such rental abatement shall continue until such portion of the Premises is usable again; provided, however, that such rental abatement shall be deemed to be liquidated damages with regard to any claims Tenant may have for loss of business resulting from such interruption of services. Should such interruption continue for a period of thirty (30) consecutive calendar days, Tenant shall have the option to cancel and terminate this Lease.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**Tenant Witnesses:**

\_\_\_\_\_  
(sign name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(sign name)

\_\_\_\_\_  
(print name)

Attest:  
City of Tallahassee Treasurer-Clerk

By: \_\_\_\_\_  
James O. Cooke, IV

**LEON COUNTY – CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL  
AGENCY**

By: \_\_\_\_\_  
Benjamin H. Pingree  
PLACE Director

Its: \_\_\_\_\_  
(print title)

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

Approved as to Form:

By: \_\_\_\_\_  
Patrick T. Kinni, Esq.  
Attorney  
Blueprint Intergovernmental Agency

**Landlord Witnesses:**

\_\_\_\_\_  
(sign name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(sign name)

\_\_\_\_\_  
(print name)

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

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

**LEON COUNTY, FLORIDA**

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

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

Approved as to Form:  
Leon County Attorney's Office

By: \_\_\_\_\_  
County Attorney

# Exhibit "A"

## LEGAL DESCRIPTION

### PARCEL I

All of Lots 66, 67, 68, 69 and 70 and that part of Lot 64 lying North of a line drawn from the Northeast corner of Lot 65 East to the Northwest corner of Lot 63, all in the Original Plan of the City of Tallahassee, Florida, lying and being in Section 36, Township 1 North, Range 1 West, Leon County, Florida, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 70 and run thence North 89 degrees 55 minutes East 340.75 feet along the South right-of-way line of Jefferson Street; thence South 00 degrees 07 minutes East 173.85 feet along the West right-of-way line of Gadsden Street; thence South 89 degrees 55 minutes 40 seconds West 340.85 feet; thence North 00 degrees 05 minutes West 173.78 feet along the East right-of-way line of Calhoun Street to the POINT OF BEGINNING.

Also, described by recent survey as follows:

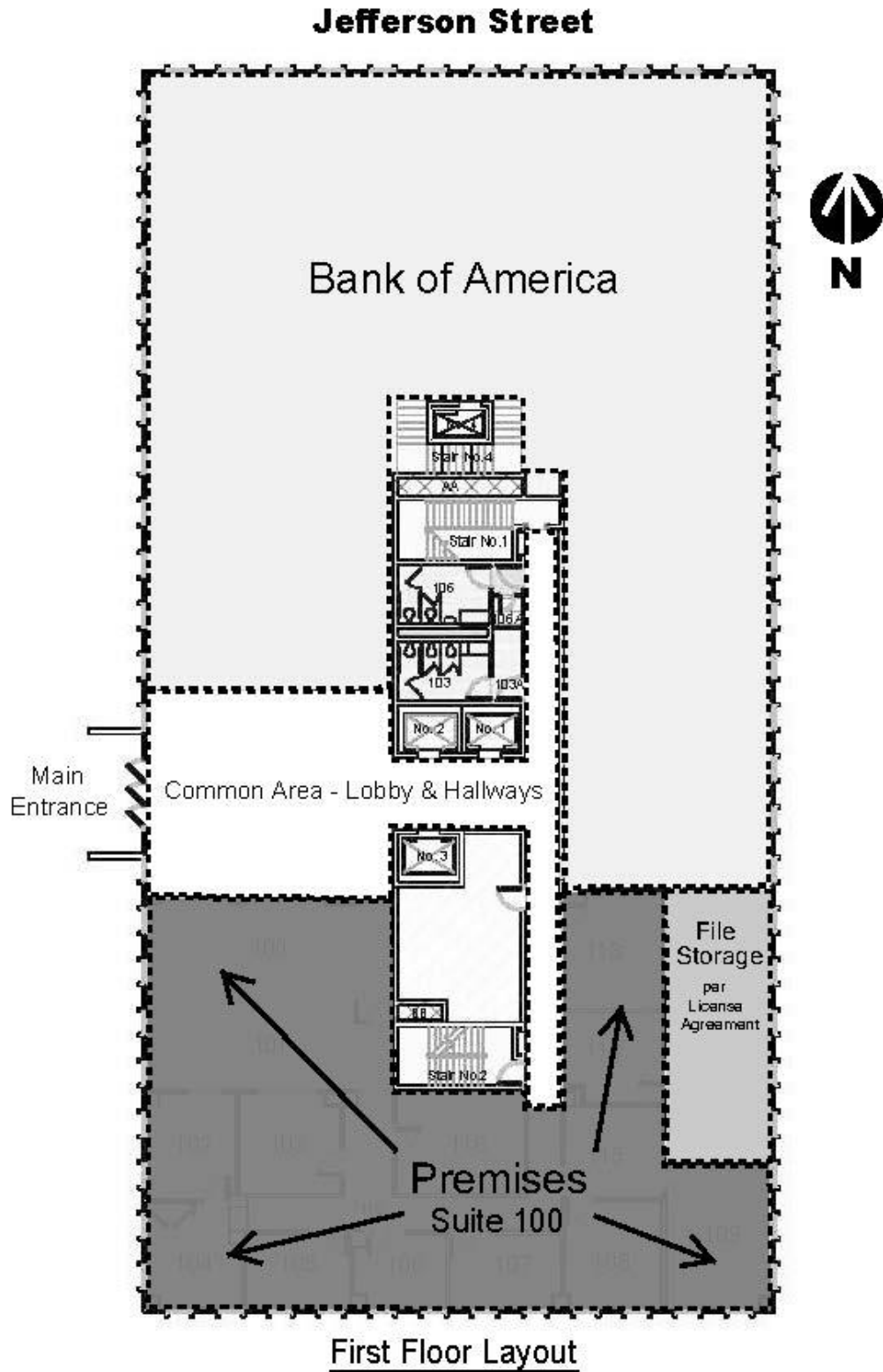
Beginning at the Northwest corner of said Lot 70 and run thence North 89 degrees 54 minutes 10 seconds East 340.49 feet along the South right of way line of Jefferson Street, thence South 00 degrees 07 minutes 00 seconds East 173.85 feet along the West right of way line of Gadsden Street, thence South 89 degrees 55 minutes 05 seconds West 340.63 feet, thence North 00 degrees 04 minutes 17 seconds West 173.76 feet along the East right of way line of Calhoun Street to the POINT OF BEGINNING.

AND

### PARCEL II

Commence at the Northwest corner of Lot 70 of the Original Plan of the City of Tallahassee, Florida, and run North 89 degrees 54 minutes 10 seconds East along the South right of way of Jefferson Street 29.79 feet to the intersection of the South right of way of said Jefferson Street with the West exterior wall of a two story masonry building for the POINT OF BEGINNING; From said POINT OF BEGINNING continue North 89 degrees 54 minutes 10 seconds East along the South right of way of said Jefferson Street 91.20 feet to the East exterior wall of said building, thence North 00 degrees 11 minutes 46 seconds West along said East exterior wall 0.89 feet to the Northeast corner of said building, thence South 89 degrees 48 minutes 14 seconds West along the North exterior wall of said building 91.20 feet to the Northwest corner of said building thence South 00 degrees 11 minutes 46 seconds East along said West exterior wall of building 0.73 feet to the POINT OF BEGINNING.

Exhibit "B"  
PREMISES FLOOR PLAN



# Exhibit "B-1"

## TOWER PARKING SPACES [REDACTED] (Tower Building Parking Garage)

### Parking Level "B"

		Jefferson Street		
	176 -ATF			
92				33
91		Not assignable	173 172	34
90			63 62	35
89			64 61	36
88			65 60	37
87			66 59	38
86			67 58	39
85			68 57	40
84			69 56	41
83			70 Stairwell	42
82			71 55	43
81			72 54	44
80			73 53	45
79			74 52	46
78			75 51	47
77		Not Assignable	174 175 Not assignable	48
76				49
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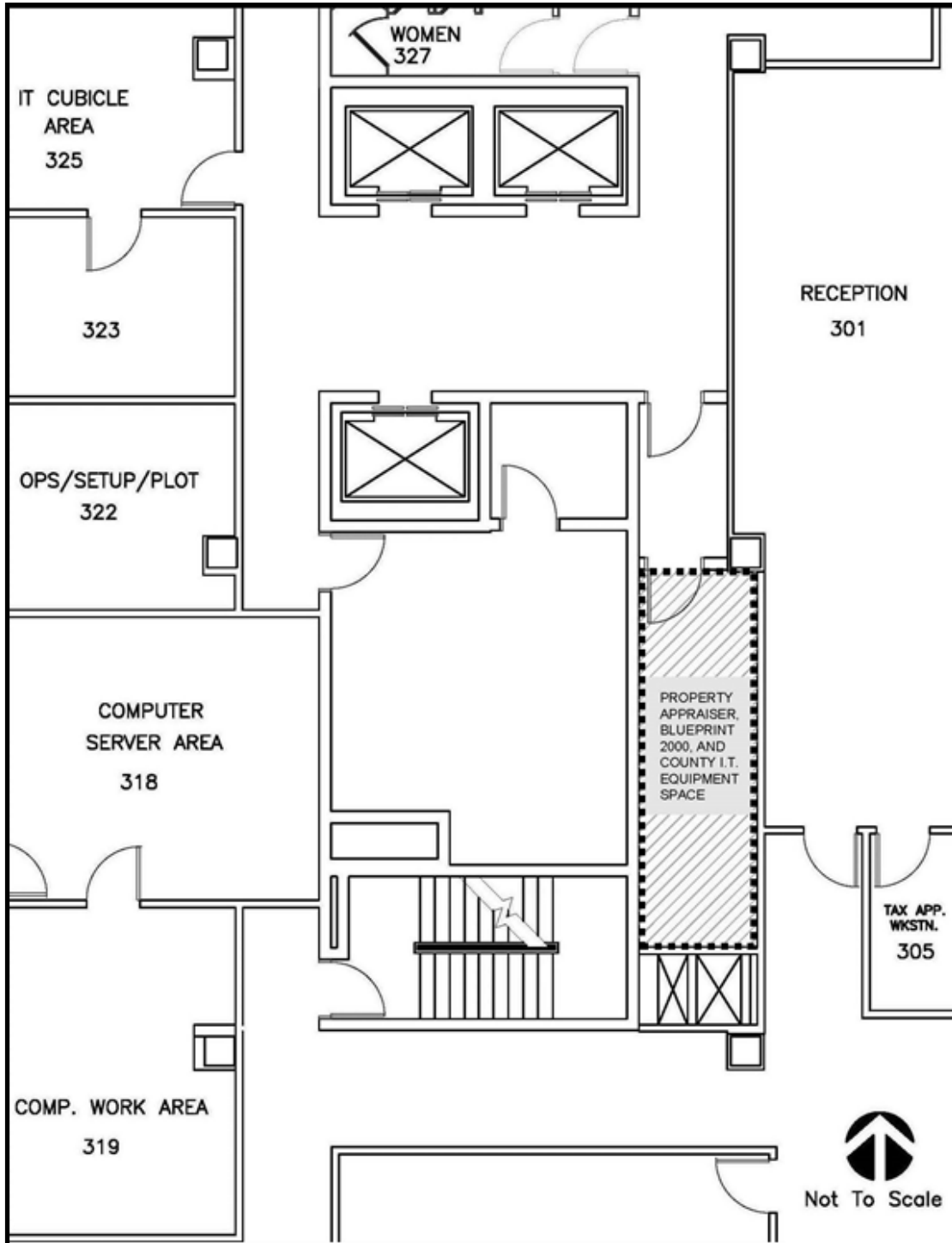
### Parking Level "C"

32		Hard to get into	1
31			2
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Gadsden Street

# Exhibit "C"

## 3<sup>RD</sup> FLOOR TELECOMMUNICATIONS EQUIPMENT SPACE





## Exhibit “D”

### Memorandum of Lease Commencement

**MEMORANDUM OF LEASE COMMENCEMENT**  
(Leon County Government Annex – Suite 100)

THIS MEMORANDUM OF LEASE COMMENCEMENT is made and entered into as of date on which the last of the parties signs below, by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (“Landlord”), and **LEON COUNTY – CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY** f/k/a Leon County – City of Tallahassee Blueprint 2000 Intergovernmental Agency (“Tenant”) with respect to that certain Lease between Landlord and Tenant effective as of \_\_\_\_\_, 2019, of which this Memorandum of Commencement is a part (the “Lease”).

Landlord and Tenant hereby confirm that the Commencement Date of the Lease shall be \_\_\_\_\_, 2019, and that the Term shall expire on December 31, 2025, unless the Term is continued or the Lease is terminated pursuant to the terms thereof, and that these dates shall be conclusive for all purposes of the Lease.

Additionally, in accordance with Sections 2.4.1 and 5.2.1 of the Lease, Landlord and Tenant acknowledge and agree that the Additional Rent payable by Tenant for reimbursement of TI Costs shall be as set forth in the following table:

<i>ACTUAL ADDITIONAL RENT AMOUNT FOR TI COSTS</i>				
<b>Rental Period</b>	<b>Months to Rent</b>	<b>Annualized Additional Rent Rate</b>	<b>Monthly Additional Rent Amount</b>	<b>Rental Period Additional Rent Amount</b>
1st	TBD	\$ _____ per sq. ft.	\$ _____ .00	\$ _____ .00
2nd	12	\$ _____ per sq. ft.	\$ _____ .00	\$ _____ .00
3rd	12	\$ _____ per sq. ft.	\$ _____ .00	\$ _____ .00
4th	12	\$ _____ per sq. ft.	\$ _____ .00	\$ _____ .00
5th	12	\$ _____ per sq. ft.	\$ _____ .00	\$ _____ .00
6th	12	\$ _____ per sq. ft.	\$ _____ .00	\$ _____ .00
7th	12	\$ _____ per sq. ft.	\$ _____ .00	\$ _____ .00

Additionally, in accordance with Section 5.11.2 of the Lease, the following is a list of items which, collectively, shall represent the entirety of Tenant’s Business Equipment, as that term is defined in Section 5.11.2 of the Lease:

Tenant’s Business Equipment

All computers, printers, plotters, and wireless access points.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this document as of the first date set forth in the first paragraph above.

**Tenant Witnesses:**

**LEON COUNTY – CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL  
AGENCY**

\_\_\_\_\_  
(sign name)

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

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(sign name)

Its: \_\_\_\_\_  
(print title)

\_\_\_\_\_  
(print name)

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

Attest:  
City of Tallahassee Treasurer-Clerk

Approved as to Form:

By: \_\_\_\_\_  
James O. Cooke, IV

By: \_\_\_\_\_  
Patrick T. Kinni, Esq.  
Attorney  
Blueprint Intergovernmental Agency

**Landlord Witnesses:**

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
(sign name)

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

\_\_\_\_\_  
(print name)

Vincent S. Long  
County Administrator

\_\_\_\_\_  
(sign name)

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

\_\_\_\_\_  
(print name)

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

Approved as to Form:  
Leon County Attorney's Office

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

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

\_\_\_\_\_  
(print name)

## Exhibit "E"

### RULES AND REGULATIONS

#### RULES AND REGULATIONS

1. The eight-story Tower Building and three-story Adjacent Building (hereinafter referred to collectively as the "Plaza") shall be open for regular business on Monday through Friday during the hours of 7:00 a.m. until 6:00 p.m., excluding holidays.
2. Sidewalks, doorways, vestibules, halls, stairways, freight elevator lobbies and other similar areas shall not be used for the disposal of trash, be obstructed by Tenant or be used by Tenant for any purpose other than entering or leaving the Premises and for going from one part of the Plaza to another. If special trash hauling is required, please contact Property Manager.
3. No sweepings, rubbish, rags or other unsuitable materials shall be disposed into plumbing fixtures or appliances. Any costs incurred by Landlord to repair damage to any fixtures resulting from misuse by Tenant shall be the responsibility of Tenant.
4. Any and all activities of Tenant which require the movement of furniture or office equipment in or out of the Plaza buildings, or the dispatch or receipt of any bulky material, merchandise or other material which requires the use of the elevators or the stairways or movement through the Plaza building entrances or lobby shall be restricted to such hours as Property Manager shall reasonably designate. All such activity shall be under the supervision and direction of Property Manager. Such direction by Property Manager shall include, but not be limited to, the time, method, routing of the movement and limitations for safety or other concerns which may prohibit any article, equipment or other item(s) from being brought into the Plaza buildings. Tenant shall assume all risks for damage to its property or injury to persons engaged or not engaged in such activity and shall be responsible and liable for any damage to Landlord's property or equipment or any injury to Property Manager's or Landlord's employees, agents, or invitees as a result of Tenant's activity. Neither Property Manager nor Landlord shall be responsible or liable for any acts of any person(s) engaged in, or any damage or loss to any property of person(s) resulting from any act in connection with Tenant's activity, and Tenant shall indemnify Landlord to the extent provided in the Lease Agreement between Landlord and Tenant.
5. All routine deliveries to Tenant's Premises between 8:00 a.m. and 5:00 p.m. on weekdays shall be made through the freight elevators. Passenger elevators are to be used only for the movement of people, unless an exception is approved by Property Manager.
6. Corridor doors, when not in use, shall be kept closed.
7. Tenant space that is visible from public areas must be kept neat and clean and shall be subject to inspection and approval by Property Manager for neatness and cleanliness.
8. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Premises. Property Manager shall adjust thermostats as required to maintain standard temperatures in the Plaza buildings. In order to alleviate excessive temperature increases from exposure to sunlight and maintain comfortable room temperatures, Tenant shall, to the extent possible, keep all window blinds in the down position and tilted at a 45 degree angle toward the street.

9. All Tenant requests for air conditioning or heating during times other than the regular Plaza hours, must be submitted in writing to Property Manager by 2:00 p.m. on the day desired for weekday requests, by 2:00 p.m. on Friday for weekend requests, and by 2:00 p.m. on the preceding business day for holiday requests.
10. Tenant shall comply with all security procedures while using the Plaza at any and all times.
11. Property Manager shall provide all locks for doors in the Premises and no additional lock(s) shall be placed on any door within the Premises without Property Manager's written consent. All requests for duplicate keys shall be made to Property Manager.
12. Tenant shall cooperate with Property Manager's employees and cleaning contractors in keeping the Premises neat and clean, unless Tenant is responsible for cleaning and maintenance of the Premises. Landlord shall in no way be responsible or liable for any loss of or damage to property of Tenant, its agents, employees or invitees located in the Premises or any common areas, even if such loss or damage occurred when the Premises were locked against entry.
13. Signs, advertisements or notices visible in or from public corridors or from outside the Plaza buildings shall be subject to the restrictions and limitations provided in the Lease Agreement between Landlord and Tenant.
14. A directory shall be maintained by Property Manager in the lobbies of each of the Plaza buildings to inform the public of the names and locations of Tenants. No other such directories shall be permitted.
15. Any plans proposed by Tenant for alterations within the Premises, including the installation of any and all equipment for telephonic services, data services, internet services, fiber optics services, annunciator services, and other similar services, shall be subject to the restrictions and limitations provided in the Lease Agreement between Landlord and Tenant.
16. Tenant shall, prior to the installation of any safes, files, filing systems, or other such heavy equipment, obtain from Property Manager written approval for the placement and positioning of such heavy equipment.
17. Tenant shall lock all doors in the Premises which lead to corridors and shall turn out all lights upon leaving the Premises at the end of its regular work day.
18. Tenant, its agents, employees and invitees shall observe all applicable ordinances while present in the Plaza.
19. No flammable or explosive fluids or materials shall be kept or used within the Plaza buildings except in areas approved by Property Manager, and Tenant shall comply with all applicable building and fire codes relating thereto.
20. Tenant shall not make or permit to be made any inappropriate sounds within the Plaza buildings that may interfere with other tenants or persons having business within the Plaza buildings.

21. No animals shall be brought into or kept in, on, or about the Plaza buildings, with the exception of seeing-eye dogs.

22. In accordance with the legislative intent of the Florida Indoor Clean Air Act (the "FICAA") of discouraging the designation of any area within a government building as a smoking area, there shall be no smoking within any enclosed area of the Tower Building or the Adjacent Building. For purposes of this rule, smoking means possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product. Any person who wishes to smoke while on the Plaza property may do so only in the outside area located between the Tower Building and the Adjacent Building at the northwest corner of the Tower Building. Any and all violations of this rule may be reported to Property Manager and shall be subject to the enforcement procedures and penalties provided in the FICAA. A copy of the FICAA may be obtained from Property Manager.

23. In order to ensure the quiet enjoyment of your Premises, there shall be no random solicitation in the Tower Building or the Adjacent Building. Any such solicitation should be reported to Property Manager.

24. Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as, in its reasonable judgment, shall, from time to time, be required for the safety, protection, care and cleanliness of the Plaza, the operation thereof, the preservation of good order therein and the protection and comfort of Tenants and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon it in like manner as if originally herein prescribed.

## Exhibit "F"

### CONSTRUCTION RULES AND REGULATIONS

1. PLANS.
  - a. All plans must be approved by Property Manager prior to commencement of work.
  - b. Participation plan must detail all demolition and buildback.
  - c. Electrical plan must detail all electrical demolition and buildback. If a new panel and/or transformer are added, the installation shall be designed by an architect selected by Property Manager. For any construction deemed to be Tenant Alterations, as defined in Section 5.1.3 of the Lease, engineering fees shall be the responsibility of and paid by Tenant. The new panel and/or transformer shall be metered and the additional electrical use shall be billed to Tenant on a monthly basis. Additional items that would require an electrical meter may include air-cooled, self-contained air conditioning units, above building standard office/computer equipment, etc. Any such payments by Tenant may be reimbursed as agreed by between Landlord and Tenant in the Lease.
  - d. The mechanical/plumbing plan shall detail all proposed relocation, removal, or addition of any thermostat, troffer, and/or duct. The addition of any independent air conditioning units shall be shown. The air-cooled units shall be electrically metered as indicated above and a charge for heat dissipation shall be included as well. A BTU or gallon meter shall be installed for each chilled water unit. All meter charges shall be billed back to Tenant on a monthly basis. All proposed deletion or addition of any plumbing shall be shown in detail.
  - e. A complete set of final, revised plans shall be submitted to Property Manager upon completion of work. This complete set shall include two copies of the mechanical/plumbing plan.
2. INSURANCE. The General Contractor and all subcontractors shall carry the minimum statutory limits of workmen's compensation and quantities of general liability insurance in accordance with the insurance requirements provided in the Lease between Landlord and Tenant. Original certificates of such insurance are to be submitted prior to the commencement of work.
3. PERMITS. Permits and licenses necessary for the work shall be secured and paid for by the General Contractor. The permits are to be posted at a readily accessible area near the construction site.
4. GENERAL RULES.
  - a. All materials used must meet applicable City, County, State and Federal building codes.
  - b. Lien waivers from all contractors shall be furnished to the Property Manager within thirty (30) days after completion of tenant construction.

- c. The following work shall be performed only after normal working hours:
  - i. All demolition, trash removal, laying tack strip, drilling/cutting of the concrete slab or a concrete structural member, noisy or vibration-causing buildback (screw guns, etc.) and material stocking.
  - ii. All work resulting in offensive odors such as the use of latex enamel paint, lacquer, glue used in tile floor installation, etc.
  - iii. All work which is the subject of any complaint from another tenant regarding interference from the construction with such tenant's use of its premises.
  - iv. All work requiring access to the ceiling on a floor below a lease space being remodeled, which work must also be scheduled through the Building management office.
- d. The General Contractor must notify Property Manager prior to the commencement of any dusty work, such as demolition, sheetrock cutting, sanding, extensive sweeping, etc., so that additional filtering capacity on the air handler distribution systems can be provided, if necessary. For any construction deemed to be Tenant Alterations, as defined in Section 5.1.3 of the Lease, the cost of such additional filtering capacity shall be the responsibility of and be paid by Tenant. Any such payments by Tenant may be reimbursed as agreed by between Landlord and Tenant in the Lease.
- e. At the completion of construction, the Property Manager shall change out the filters and clean the coils in both mechanical rooms on the remodel floor. For any construction deemed to be Tenant Alterations, as defined in Section 5.1.3 of the Lease, the cost of such service shall be the responsibility of and be paid by Tenant. Any such payments by Tenant may be reimbursed as agreed by between Landlord and Tenant in the Lease.
- f. Only building standard locksets keyed to the Plaza's restricted keyware may be used to secure the Premises. If Tenant places electronic locks on the Premises door, Tenant, at Tenant's expense, shall provide two (2) electronic keys to the Property Manager and one (1) electronic key to the janitorial contractor.
- g. Reasonable amounts of water and electricity shall be furnished to the General Contractor without cost for use in lighting, operating portable power tools, drinking water, etc. The General Contractor shall make all connections, furnish any necessary extensions and remove same upon completion of work.
- h. Restroom facilities are not to be used for the cleaning of tools or paint materials. Contractors shall utilize only those facilities specifically designated by the Property Manager.
- i. The General Contractors shall carefully protect all walls, carpet, ceiling tiles, floors, furniture and fixtures in common and other tenant areas and repair or replace any damaged property without cost to Landlord.

- j. All Contractors shall confine use of the Premises to the designated construction site so as not to disrupt other tenants.
- k. At no time shall abusive language or actions or loud radios be tolerated.
- l. A copy of these rules and regulations must be posted on the construction site in a manner allowing easy access by all workers. It is the General Contractor's responsibility to instruct his employees and subcontractors to familiarize themselves with these rules and regulations.

5. ELEVATOR USAGE.

- a. The use of the freight elevators shall be scheduled by Tenant or General Contractor with the Property Manager. Reservations as far in advance as possible are encouraged.
- b. All construction materials, tools and trash are to be transferred to and from the construction site via the freight elevators. The passenger elevators are to be used to transport people only.
- c. Situations may arise when the General Contractor may be required to share the freight elevators with the Property Manager staff, Landlord staff, or tenants. This sharing shall be carried out in a professional manner.
- d. Special elevator use such as access to the top of an elevator cab must be scheduled through Property Manager. Sufficient time should be allowed to arrange the provision of elevator personnel to perform the requested service. Tenant shall be responsible for any charges incurred in these special arrangements.

6. SECURITY, BUILDING ACCESS, LOADING DOCK AREA.

- a. For any construction deemed to be Tenant Alterations, as defined in Section 5.1.3 of the Lease, Tenant shall be responsible for coordinating with Property Manager to provide the General Contractor with security clearance into the Plaza buildings as well as access into the Premises.
- b. The loading dock area shall have a 30-minute parking limit during the regular business hours of the Plaza buildings. Vehicles parked beyond that time period may be towed away at the individual owner's expense. Arrangements must be made through the Property Manager for any extended parking privileges in the loading dock area after regular business hours.

7. CONSTRUCTION.

- a. On all multi-tenant floors, a demising partition must separate the Premises from any adjoining suite.
- b. If Tenant desires wallcovering at exterior columns, a reveal shall be placed between the window mullions and the sheetrock in order to prevent condensate from bleeding onto the fabric.



- c. Should the remodel of the Premises affect the public corridor, it shall be Tenant's responsibility to duplicate the finishes in the public corridor so that the new construction is not visible.

8. ELECTRICAL WORK.

- a. All additional circuits added to existing or new electrical panels must be properly labeled or marked indicating the equipment serviced by each new circuit.
- b. All electrical panels, junction boxes and pull boxes which are opened or removed for additional circuits or terminations shall be covered, closed or replaced, with no exceptions.
- c. For any construction deemed to be Tenant Alterations, as defined in Section 5.1.3 of the Lease, provisions are to be made with the General Contractor so that during the construction period all lights can be, and are, turned off each night. Failure to comply shall result in a charge to Tenant of \$50.00 per day for each day of non-compliance.
- d. Upon completion of work, all light fixtures in the work area are to be working properly and fully lit and cleaned, including replacement of tubes and ballasts as required in light fixture.
- e. All new building equipment shall be building standard or approved by Property Manager. All light switches and outlets shall be at building standard height.
- f. All floor penetrations shall be caulked, cemented or filled with fire-rated materials which match the specifications of the original floor composition.
- g. In any electrical work in Premises of 10,000 square feet or more, all electrical wiring and cabling, including telephone cabling, that will not be reused shall be removed.
- h. All electrical work shall be performed by an electrical contractor approved by Property Manager.

9. MECHANICAL/PLUMBING WORK.

- a. The mechanical contractor shall be responsible for securing and temporarily relocating HVAC thermostats and relocating the thermostats on the walls as indicated on the mechanical plans.
- b. All duct tap cut-outs not used on main ducts shall be covered with a duct plate and insulation which shall be secured to the main duct.
- c. All new flex ducts shall be externally insulated.
- d. The mechanical contractor shall verify air flow delivery against the mechanical plan as per NEBB and TEBB procedures. Mechanical contractor shall submit the air balance report to the Property Manager along with a copy of his certification.

- e. Upon completion of the mechanical work, the mechanical contractor shall demonstrate to the Property Manager that all relocated or new thermostats function correctly and are properly calibrated.
- f. All new equipment shall be building standard or approved by Property Manager. All thermostats are to be at building standard height.
- g. All floor penetrations shall be caulked, cemented or filled with fire-rated materials which match the specifications of the original floor composition.
- h. In any mechanical/plumbing work in Premises of 10,000 square feet or more, all duct and plumbing lines that will not be reused shall be removed.
- i. All new plumbing shall be installed in such a way that it may be cut off and repaired without affecting other lease spaces.

10. SPECIAL CONDITIONS.

- a. Use of any welding or cutting torch must be approved by Property Manager. The General Contractor shall schedule the time the torch is to be used and must have a fire extinguisher present while the torch is in use.
- b. Use of any varnishes, lacquers, glues or other combustible materials or materials which may produce offensive odors must be approved and the application thereof scheduled through Property Manager.
- c. Any work that shall involve the draining of a sprinkler line must be approved by Property Manager. In all instances, the system shall not be left inoperable overnight.
- d. Should any portion of a remodel interfere with the fire alarm system, the work must be scheduled through Property Manager in advance. Any costs associated with false alarms that are caused by the General Contractor, his employees or subcontractors shall be absorbed by the General Contractor.
- e. A Material Safety Data Sheet information sheet must be posted in any area where any hazardous and/or harmful materials are in use. Strict adherence to rules listed in this information sheet is required.

11. CLEAN-UP. The General Contractor shall keep the construction site free of accumulation of debris and rubbish, as follows:

- a. Trash shall be removed via the freight elevators after normal working hours in a vehicle provided by General Contractor.
- b. Any dust or dirt outside the construction site shall be cleaned on a daily basis.
- c. The General Contractor shall provide subcontractors with a floor mat to prevent dust and dirt tracking into public corridors and elevators.
- d. Final clean-up, including vacuuming after new carpet installation as well as the provisions of the vacuums, shall be the responsibility of the General Contractor.

12. NON-COMPLIANCE. Any non-compliance with these rules and regulations may result in the non-compliant parties being barred from future activities in the Plaza building. Additionally, if construction is not performed in a manner that is equal to or greater than what is considered consistent with the standards of the Plaza building, Tenant shall be responsible for and shall pay the cost of any resulting repairs and changes deemed necessary and undertaken by Landlord.
13. These rules and regulations shall be subject to change by Landlord upon prompt distribution of such changes to Tenant.

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Tenant)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(General Contractor)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Landlord)

Exhibit Only  
DO NOT SIGN

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

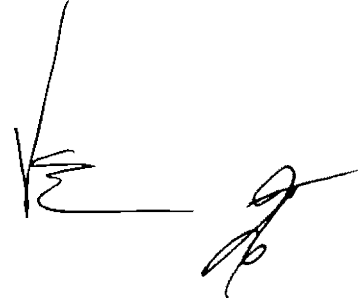
## Agenda Item #4

April 23, 2019

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

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

Herbert W. A. Thiele, Esquire, County Attorney



**Title:** Agreement for Medical Examiner Services and Use of New Medical Examiner Facility

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Scott Ross, Director, Office of Financial Stewardship

### Statement of Issue:

Due to the Medical Examiner District 2 (ME District 2) moving their services from Tallahassee Memorial Health Care to a County owned facility, a new agreement is recommended to delineate the ME and County responsibilities regarding the operation of the new Medical Examiner facility. This agreement replaces the existing agreement from October 2001.

### Fiscal Impact:

This item has a fiscal impact. The annual operation cost of the Leon County Medical Examiner facility, including afterhours security, is estimated at \$337,280. The operating costs will be paid by use fees charged to other Counties; fees associated with the use of the facility for private autopsy related procedures; and reduced fees Leon County currently pays the Medical Examiner for use of Tallahassee Memorial Hospital space.

### Staff Recommendation:

Option #1: Approve the Agreement for Medical Examiner Services and authorize the County Administrator to execute with any non-substantive minor revisions as approved by the County Attorney (Attachment #1).

## **Report and Discussion**

### **Background:**

On January 23, 2018, the Board awarded the contract to construct a new Medical Examiner District 2 (ME District 2) Office. With construction coming to completion, the District Medical Examiner and his staff are now preparing to move from Tallahassee Memorial Healthcare into the new facility. To finalize the transition to a County-owned facility, a new agreement between the County and ME District 2 is recommended. Additional background information about the District Medical Examiner and ME District 2 is provided as follows.

ME District 2 is an independent statutory entity created by the Medical Examiners Commission pursuant to Chapter 406, Florida Statutes, known as the Medical Examiners Act. In addition to Leon County, ME District 2 includes within its boundaries Franklin County, Gadsden County, Jefferson County, Liberty County, Taylor County, and Wakulla County. ME District 2 also provides services to three counties located within the abutting Medical Examiner District 3 boundaries, namely Lafayette County, Madison County, and Suwanee County.

Pursuant to the MEs Act, the Governor, in January 1996, appointed David T. Stewart, M.D., as the District Medical Examiner for ME District 2 to serve the first of his three-year terms, and Dr. Stewart has continuously served as the District ME through several reappointments. Since 1996, the District ME has managed and operated ME District 2 through separate agreements with Tallahassee Memorial Hospital (TMH) for conducting autopsies in its facilities, his private pathology practice as the only source of supply within the district for administrative office space and associated turnkey personnel and administrative services, and Leon County and the Other District Counties for provision of medical examiner services and the payment for such services.

In early 2015, TMH staff met with the County Administrator to express a desire for the existing Medical Examiner facility to be removed from TMH, with ME District 2's operation being relocated to a new facility. The new location for ME District 2's operations will be the former Mosquito/Animal Control Building on Leonard Gray Way which has been repurposed as the new Leon County Medical Examiner facility (Attachment #1, page 20).

The new County ME Facility will house the entire ME District 2 operation including, but not limited to, its administrative offices and autopsy space, and will eliminate the need for ME District 2 to use the TMH facility and the private practice administrative office space. With the ME District 2 operations now being housed in a County-owned facility, it necessitated a new agreement to replace and supersede the 2001 ME Agreement. The new Agreement will establish the terms and conditions upon which ME District 2 will continue to provide medical examiner services to Leon County; be compensated for its services provided to Leon County; be housed for its District 2 business operation in the new County ME Facility; and remit facility use fees to the County.

### **Analysis:**

The new Agreement will replace and supersede the 2001 ME Agreement. The Agreement will expire on September 30, 2029 and may be continued at the County's option for two additional

periods of five years each. A detailed summary of the Agreement is included as Attachment #2 and the responsibilities of ME District 2 and the County are briefly outlined as follows.

Per the Agreement, ME District 2 is responsible for the following:

- Providing medical examiner services as set forth in the MEs Act and in accordance with “Practice Guidelines for Florida Medical Examiners, sponsored by the Florida Association of Medical Examiners.”
- Other public services, including but not limited to, intake and storage of bodies delivered as part of Leon County’s Policy No. 98-25, “Disposition of Unclaimed and Indigent Bodies.”
- Coordinating the provision of all personnel and administrative services associated with its business operation.
- Providing all of its computer hardware and equipment, data network, and Internet services.
- Disclosing any interests of the District ME or Associate MEs, or their spouses or children, in a business or professional association from which ME District 2 intends to obtain or utilize equipment or services.
- Submitting a proposed annual budget to the County no later than April 1st of each year.
- Collecting and remitting to the County all of the facility use fees.
- Obtaining insurance which will protect against claims for injuries to persons or damages to property.
- Indemnifying, defending and holding harmless the County, its officials, officers, employees and agents, from and against all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of ME District 2.
- Complying with all federal and state laws and rules related to the management of ME records.

Per the Agreement, Leon County is responsible for the following:

- Providing payment to ME District 2 for the provision of ME Services based on a schedule of fees for services to be approved annually by resolution adopted by the Board.
- Providing and maintaining all furnishing, fixtures, and equipment, along with any supplies, necessary for ME District 2 to adequately provide the required ME Services.
- Providing enough parking spaces at the facility.
- Providing all maintenance and repairs of the facility as needed.
- Coordinate the provision of all telecommunications services, telecommunication equipment, and webpage hosting services.
- Paying the costs incurred for any biohazard waste removal service and linen service.

- Coordinating the provision of all service of utilities, housekeeping, and security as reasonably necessary.

The Agreement limits use of the facility and equipment to activities associated with District ME's performance of ME Services unless written consent is provided by the County in advance.

The annual operation cost of the Leon County Medical Examiner facility, including afterhours security, is estimated at \$337,280. The operating costs will be offset by estimated facility use fees charged to other Counties for the use of the new facility (\$168,700); fees associated with the use of the facility for private autopsy and tissue recovery procedures (\$36,400); and a reduction in facility use fees currently paid by Leon County to the Medical Examiner for the use of the Tallahassee Memorial Healthcare facility (\$132,280).

Upon the Board's approval of the new Agreement, staff will work with ME District 2 to finalize the proposed Master Fee Schedule, including the County's facility use fees, to be presented to the Board for adoption by resolution during the Board's budget approval process.

**Options:**

1. Approve the Agreement for Medical Examiner Services and authorize the County Administrator to execute with any non-substantive minor revisions as approved by the County Attorney (Attachment #1).
2. Do not approve the Agreement for Medical Examiner Services.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Agreement for Medical Examiner Services
2. Agreement Summary



**AGREEMENT FOR MEDICAL EXAMINER SERVICES  
(Medical Examiner District 2)**

THIS AGREEMENT FOR MEDICAL EXAMINER SERVICES (“Agreement”) is made as of the “Effective Date” (as defined in Section 1.2 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (“Leon County”) and **MEDICAL EXAMINER DISTRICT 2**, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes (“ME District 2”), whose mailing address is 560 Leonard Gray Way, Tallahassee, FL 32304-3824. Leon County and ME District 2 may also be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Chapter 406, Florida Statutes (the “MEs Act”), in Part I, creates the Medical Examiner’s Commission (the “MEs Commission”) within the Department of Law Enforcement and provides for its membership, governance, and responsibilities including, but not limited to, (i) adopting rules to implement the provisions of the MEs Act, (ii) ensuring minimum and uniform standards of excellence, performance of duties, and maintenance of records, (iii) establishing medical examiner districts within the state, and (iv) submitting nominations to the Governor for appointments of a district medical examiner for each of the medical examiner districts; and

WHEREAS, among the rules adopted by the MEs Commission is Rule 11G-1.002, Florida Administrative Code, which provides that medical examiners are subject to the provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, and that medical examiners shall become familiar with the Code of Ethics and ensure that they are in compliance with the requirements stated therein; and

WHEREAS, the MEs Commission established Medical Examiner District 2 (“ME District 2”) as an independent statutory entity to include Leon County within its boundaries along with the following counties: Franklin County, Gadsden County, Jefferson County, Liberty County, Taylor County, and Wakulla County (collectively, the “Other D2 Counties”); and

WHEREAS, in addition to providing medical examiner services to Leon County and the Other D2 Counties, ME District 2 also provides such services to three counties located within the abutting Medical Examiner District 3 boundaries, namely Lafayette County, Madison County, and Suwanee County (collectively, the “Other D3 Counties”) (the Other D2 Counties and Other D3 Counties are collectively referred to as the “Other District Counties”); and

WHEREAS, pursuant to the MEs Act, the Governor, in January, 1996, appointed David T. Stewart, M.D., as the District Medical Examiner (the “District ME”) to serve the first of his three-year terms, and Dr. Stewart has since then continuously served as the District ME through several reappointments; and

WHEREAS, since his initial appointment, the District ME has managed and operated ME District 2 through agreements with (i) Tallahassee Memorial Hospital (“TMH”), for conducting autopsies in its facilities, (ii) his private pathology practice as the only source of supply within the district for administrative office space and associated turnkey personnel and administrative

services, and (iii) Leon County and the Other District Counties for provision of medical examiner services and the payment for such services; and

WHEREAS, throughout his tenure, the District ME has appointed various associate medical examiners (“Associate MEs”) from among the physicians employed at his private pathology practice; and

WHEREAS, the District ME has disclosed that he has a business interest in his private pathology practice by submitting to ME District 2 a Form 4A, Disclosure of Business Transaction, Relationship, or Interest, a copy of which have also been provided to Leon County; and

WHEREAS, Leon County, in accordance with Rule 11G-1.002(d), Florida Administrative Code, has determined that the “sole source of supply” exemption in Section 112.313(12)(e), Florida Statutes, is applicable to the use by ME District 2 of the District ME’s private pathology practice for turnkey personnel and administrative services and, therefore, the provision of such services is permitted pursuant to Rule 11G-1.002 (c); and

WHEREAS, ME District 2 and Leon County have been parties to that certain agreement dated October 21, 2001 (the “2001 ME Agreement”) through which ME District 2 has provided medical examiner services to Leon County in exchange for Leon County’s payment for such services in accordance with monthly invoices reflecting the fees charged for actual services provided by ME District 2 for the previous month including, but not limited to, fees charged for the use of the TMH facility; and

WHEREAS, Leon County has constructed a new medical examiner’s facility located at 560 Leonard Gray Way, a site map of which is attached hereto as Exhibit “A” and is incorporated herein by this reference (the “Leon County ME Facility”), which will house the entire ME District 2 operation including, but not limited to, its administrative offices and autopsy space, and will eliminate the need for using the TMH facility and the private practice administrative office space; and

WHEREAS, the MEs Act permits the District ME’s facilities to be provided on a permanent or contractual basis by the counties within the district; and

WHEREAS, the MEs Act further provides that the District ME and Associate MEs are entitled to compensation and such reasonable salary and fees as are established by the board of county commissioners (“BCC”) within the respective districts; and

WHEREAS, Leon County and ME District 2 wish to replace and supersede the 2001 ME Agreement with this Agreement to establish the terms and conditions upon which ME District 2 will (i) continue to provide medical examiner services to Leon County, (ii) be compensated for its services provided to Leon County; (iii) be housed for its District 2 business operation in the new Leon County ME Facility, and (iv) remit facility use fees to Leon County.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leon County and ME District 2 agree as follows:

**Article 1.**  
**Effective Date; Term; Definitions**

1.1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated herein as if set forth in their entirety.

1.2. EFFECTIVE DATE. The effective date of this Agreement shall be the date upon which the last of the Parties executes the Agreement (the "Effective Date").

1.3. INTENT WITH REGARD TO 2001 ME AGREEMENT. Leon County and ME District 2 acknowledge and agree that upon the Possession Date, as defined in Section 1.4 below, this Agreement shall replace and supersede the 2001 ME Agreement in its entirety, and that the 2001 ME Agreement shall thereafter be deemed to have expired and terminated. The Parties further acknowledge and agree that as of the Possession Date, there is no outstanding or pending act, omission, incident or occurrence which, with or without the issuance of notice or the passage of time, constitutes or would constitute a default on the part of either Party.

1.4. DATE OF POSSESSION. ME District 2 shall be deemed to have taken possession of the Leon County ME Facility on the date that ME District 2's administrative and office personnel begins occupying the Leon County ME Facility to prepare it for the District ME and Associate MEs to regularly conduct business (the "Possession Date").

1.5. TERM. The term of this Agreement shall commence on the Possession Date, as defined in Section 1.4 above, and, unless otherwise terminated as provided herein, shall continue thereafter until its expiration on September 30, 2029 (the "Term").

1.6. CONTINUATION OF TERM. The initial Term of this Agreement may be continued at Leon County's option (hereinafter a "Continuation Period") for two (2) additional periods of five (5) years each (hereinafter identified individually as a "Continuation Period" and collectively as the "Continuation Periods"), subject to the following conditions:

1.6.1. The exercise of Leon County's options to continue shall be deemed to be automatic unless written notice of Leon County's intent to not continue is delivered to ME District 2 on or before June 1, 2029 with regard to the first Continuation Period, and, if applicable, June 1, 2034 with regard to the second Continuation Period.

**Article 2.**  
**Scope of ME Services; Responsibilities of ME District 2**

2.1. MEDICAL EXAMINER SERVICES. The medical examiner services to be provided to Leon County by ME District 2 shall include any and all statutory responsibilities and duties of the District ME and Associate MEs required to be provided to the public as set forth in the MEs Act for which ME District 2 is entitled to compensation with public funds, together with any other public services to be provided to Leon County as contained within this Agreement ("ME Services").

2.2. STANDARD OF CARE. In accordance with Rule 11G-2.006, Florida Administrative Code, the duties and standards of care of the District ME and Associate MEs in providing the ME Services are to be consistent with those contained in the "Practice Guidelines for Florida Medical Examiners, sponsored by the Florida Association of Medical Examiners," revised July 28, 2010 and as may be further revised in the future. The Parties further acknowledge and agree that, with regard to any determination of the District ME's or Associate MEs' compliance with such

duties and standards of care, Leon County shall defer to the MEs Commission to make such determination in accordance with the duties and responsibilities of the MEs Commission as set forth in the MEs Act.

2.3. SCOPE OF ME SERVICES. The ME Services shall include, but not be limited to, the following:

- 2.3.1. Medico-legal autopsies;
- 2.3.2. Medico-legal observations;
- 2.3.3. Medico-legal investigations;
- 2.3.4. Approval of all requests for cremations, burials at sea, and scientific donations;
- 2.3.5. Examination of selected death scenes;
- 2.3.6. Expert witness testimony provided by the District ME and Associate MEs in their official capacities;
- 2.3.7. Selection of tissue recovery services and oversight of the use of the Tissue Recovery Room for such services in accordance with Section 4.2 below;
- 2.3.8. Providing education and instruction to law enforcement personnel, emergency responders, and students of forensic science;
- 2.3.9. Consultation, as needed, 24 hours per day, seven days per week, including holidays;
- 2.3.10. Conducting meetings, as needed, for law enforcement personnel and prosecutors; and
- 2.3.11. Intake and storage of bodies delivered as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies," or as that Policy may be amended from time to time.

2.4. ME PERSONNEL AND OFFICE ADMINISTRATION. ME District 2 shall be responsible for coordinating the provision of any and all personnel and administrative services associated with its business operation. Such services may be provided by employees of ME District 2 or pursuant to an agreement with a third-party entity for such turnkey medical examiner services and may include, but not be limited to, the following:

- 2.4.1. Associate ME personnel;
- 2.4.2. Autopsy assistant personnel and forensic supervisor personnel;
- 2.4.3. Office administrative and human resources personnel and services to include administering of employee salaries, benefits, and taxes, and of ME District 2 insurance requirements;
- 2.4.4. Information systems personnel and services to include computer hardware, software, and network purchasing, setup, and maintenance;

- 2.4.5. Billing, transcription, answering service, copier and postage equipment and servicing, and courier personnel and services;
- 2.4.6. Administering of professional licenses, memberships, dues, and continuing education;
- 2.4.7. Legal consultation and support, as needed;
- 2.4.8. Histology laboratory personnel and services;
- 2.4.9. Purchasing and receiving personnel and services; and
- 2.4.10. Selection and utilization of reference laboratories.

2.5. PRIVATE PRACTITIONER SERVICES. Leon County and ME District 2 acknowledge and agree that, pursuant to Section 406.06(4), the District ME and the Associate MEs may engage in the private practice of medicine or surgery (“Private Practitioner Services”) insofar as such private practice does not interfere with their duties as prescribed in the MEs Act. With regard to the Private Practitioner Services, the Parties acknowledge and agree to the following:

2.5.1. Any Private Practitioner Services engaged in by the District ME and Associate MEs shall be deemed to be outside the scope, and not a part, of the ME Services as defined in this Article 2.

2.5.2. Unless otherwise agreed upon in writing by Leon County, the permitted uses of the Leon County ME Facility for Private Practitioner Services shall be limited to (i) the practice of conducting private autopsies, as authorized by the District ME or Associate MEs, at the request of families of the deceased or at the request of a hospital or a member of its medical staff, (ii) any expert witness testimony, consultation, or educational activities provided by the District ME and Associate MEs in their capacities as a private physician practitioner, and (iii) clerical and administrative activities associated with, or arising out of, the permitted Private Practitioner Services as set forth in this Section 2.5.2. Such use of the Leon County ME Facility shall be subject to the terms and conditions set forth in Article 4 below, and any private autopsy shall further require the payment to Leon County of a facility use fee as established in Section 3.1 below.

2.6. DISCLOSURE OF BUSINESS INTERESTS. In the event ME District 2 intends to obtain or utilize the equipment or services of a business or professional association in which the District ME or Associate MEs, or their spouses or children, have a business interest, ME District 2 shall first provide written notification of such intent to Leon County and request a determination by Leon County, pursuant to Rule 11G-1.002(d), Florida Administrative Code, that any one of the exemptions cited in Section 112.313(12)(e), Florida Statutes, is applicable and, thereby, will permit ME District 2 to obtain or utilize such equipment or services pursuant to Rule 11G-1.002 (c).

2.6.1. As set forth in the recitals above, the Parties acknowledge and agree that, as of the Effective Date of this Agreement, Leon County has determined that the “sole source of supply” exemption in Section 112.313(12)(e), Florida Statutes, is applicable to the use by ME District 2 of the District ME’s private pathology practice for turnkey personnel and administrative services and, therefore, the provision of such services is permitted.

**Article 3.**  
**Payment for ME Services; Annual Budget**

3.1. PAYMENT PER FEE SCHEDULE. Leon County's payment to ME District 2 for the provision of ME Services shall be based solely on a schedule of fees for such services to be approved annually by resolution adopted by the Leon County BCC (the "Master Fee Schedule"). Such payments shall be in accordance with monthly invoices to be delivered by ME District 2 which shall reflect the fees charged for the actual ME Services provided to Leon County for that respective month. The development of the Master Fee Schedule shall proceed as follows:

3.1.1. ME District 2 shall, no later than April 1st of each year, deliver to Leon County's designated office of budget management the proposed Master Fee Schedule reflecting its fees for the upcoming fiscal year to begin October 1st.

3.1.2. The proposed Master Fee Schedule shall include the fees to be charged to Leon County and the Other District Counties for any and all of the ME Services that may be provided in the upcoming fiscal year. The fees for any Private Practitioner Services shall not be included in the Master Fee Schedule.

3.1.3. The fees to be charged to the Other District Counties for the use of the Leon County ME Facility for autopsies, external examinations, and for any other such examinations of deceased persons performed within the scope of the ME Services (the "ME Facility Use Fee") shall be developed by Leon County based on its past operating expenses actually incurred and any planned capital expenditures in future years. The development of the ME Facility Use Fee shall proceed as follows:

3.1.3.1. The total of operating expenses and planned capital expenditures shall be apportioned to the Other District Counties based on the total number of ME District 2 autopsies performed for the Other District Counties in the fiscal year just ended.

3.1.3.2. ME District 2 shall, no later than January 1st of each year, provide to Leon County the number of autopsies performed for each of the Other District Counties in the fiscal year just ended.

3.1.3.3. Leon County shall, no later than March 15th of each year, provide in writing to ME District 2 the ME Facility Use Fee applicable to the upcoming fiscal year to begin October 1st, which shall then be added to the proposed Master Fee Schedule.

3.1.4. The fees to be charged to families and hospitals for any authorized private autopsy use of the Leon County ME Facility (the "Private Facility Use Fee") and to the third-party tissue recovery services provider for use of the Tissue Recovery Room (the "Tissue Recovery Use Fee") shall be developed by Leon County based on a recapture of the construction costs for the Leon County ME Facility together with past operating expenses actually incurred and any planned capital expenditures in future years. The development of the Private Facility Use Fee and the Tissue Recovery Use Fee shall follow the same process as with the ME Facility Use Fee as set forth in Section 3.1.3 above.

3.1.5. Upon Leon County's review of the proposed Master Fee Schedule and the annual budget upon which it is based, the Parties shall negotiate, as needed, to finalize the recommended Master Fee Schedule, no later than May 1st, to be presented to the BCC for approval by resolution.

3.2. ANNUAL BUDGET. ME District 2 shall, in accordance with the MEs Act, submit its proposed annual budget to Leon County by delivery to Leon County's designated office of budget management no later than April 1st of each year. The proposed annual budget shall be sufficiently detailed to allow Leon County to ascertain the following information:

3.2.1. The total personnel and operating expenses for ME District 2 upon which each of the fees in the Master Fee Schedule is based;

3.2.2. The total of expenses paid to any business or professional association for turnkey personnel and administrative services provided to ME District 2;

3.2.3. The total fees received by ME District 2 for expert witness testimony provided by the District ME and Associate MEs in their official capacities;

3.3. PROMPT PAYMENT OF ME SERVICES INVOICES. Leon County shall make payment for ME Services no later than forty-five (45) days after Leon County's receipt of the invoices for ME Services. Unless otherwise notified in writing by Leon County, monthly invoices for ME Services shall be delivered to: Leon County Office of Human Services & Community Partnerships, Attention: Director, 918 Railroad Avenue, Tallahassee, FL 32310. The Director of the Office of Human Services & Community Partnerships may be contacted by telephone at (850) 606-1900. If ME District 2 fails to receive any such payments in a timely manner, it shall provide notice to Leon County of such delinquency. Failure of Leon County to make payment within ten (10) days of its receipt of a delinquency notice shall constitute cause for termination under Section 7.2.3 below regardless of the availability of funds as set forth in Section 7.1 below.

**Article 4.**  
**Use of Leon County ME Facility; Use Fee Remittance;**  
**ME Equipment**

4.1. PERMITTED USE. Except as otherwise provided herein, Leon County and ME District 2 acknowledge and agree that the use of the Leon County ME Facility shall be limited to the activities associated with, and necessitated by, the District ME's performance of the ME Services, as defined in Section 2.1 above, and any of the Private Practitioner Services permitted in accordance with Section 2.5 above (collectively, the "Permitted Use"). Upon written request of the District ME, Leon County may give written consent in advance of other permitted uses of the Leon County ME Facility, which consent may be reasonably withheld in Leon County's sole discretion.

4.2. TISSUE RECOVERY ROOM. As set forth in Section 2.3.7 above, the scope of the ME Services will include the selection by ME District 2 of a third-party provider for tissue recovery services in accordance with any and all applicable federal and state laws. Such services will be conducted in a room designated within the Leon County ME Facility as the Tissue Recovery Room (Room 116), as further depicted in the floor plan which is attached hereto as Exhibit "B" and is incorporated herein by this reference (the "Tissue Recovery Room"). It shall be the responsibility of ME District 2 to coordinate the use of the Tissue Recovery Room and remit the collected fee for such use as established in Section 3.1 above.

4.3. REMITTANCE OF FACILITY USE FEES. ME District 2 shall be responsible for the collection and remittance of any and all ME Facility Use Fees, Private Facility Use Fees, and Tissue Recovery Use Fees, as those terms are defined in Section 3.1 above. Such facility use fees shall not be used to offset the fees charged to Leon County for ME Services and, instead, shall be separately remitted monthly by check payable to Leon County, Florida and delivered to Leon County together with the monthly invoices for ME Services in accordance with Section 3.3 above.

4.4. ME EQUIPMENT AND SUPPLIES. It shall be the responsibility of Leon County, at Leon County's expense, to provide and maintain any and all furnishing, fixtures, and equipment ("FF&E"), along with any supplies, necessary for ME District 2 to adequately provide the ME Services as required under this Agreement (collectively, the "FF&E and Supplies"). The parties acknowledge and agree that the use of the FF&E and Supplies shall be subject to the following terms and conditions:

4.4.1. Any and all FF&E and Supplies shall be stored and maintained at the Leon County ME Facility, unless agreed upon otherwise in writing by the Parties;

4.4.2. The ownership of the FF&E and Supplies shall be vested in Leon County and, to the extent that the FF&E and Supplies are titled, all titles shall be held in the name of Leon County;

4.4.3. Any FF&E deemed to be tangible personal property shall be held, inventoried, and disposed of in accordance with Leon County Policy 02-05, Tangible Personal Property and Procedures, as may be amended from time to time, which defines tangible personal property as that which (i) is not fixed in place and not an integral part of a structure or facility, (ii) is not an integral part or component of another piece of equipment, (iii) has an original acquisition cost of \$1,000 or more, (iv) is not consumed in use, and (v) has a useful life of one year or more after initial acquisition.

4.4.4. ME District 2 shall be responsible for the safekeeping and proper use of the FF&E and Supplies entrusted to the care and use of ME District 2; and

4.4.5. Upon expiration or other termination of this Agreement, any and all FF&E and Supplies shall be relinquished to Leon County.

4.5. IMPROVEMENTS. ME District 2 shall be prohibited from making any improvements on or in the Leon County ME Facility without the consent and cooperation of Leon County. The payment of the costs for any such improvements shall be the responsibility of Leon County, which costs shall then be considered in the annual development of the Master Fee Schedule in accordance with Section 3.1 above.

4.6. SIGNS. ME District 2 shall not place any signs on the Leon County ME Facility except with the prior written consent of Leon County.

4.7. LEON COUNTY'S ACCESS. Leon County shall be entitled at all reasonable times and upon reasonable notice to enter the Leon County ME Facility to examine its condition and to make such repairs, alterations, or improvements thereto as Leon County is required by this Agreement to make or which Leon County considers necessary or desirable. ME District 2 shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Leon County shall exercise its rights under this section, to the extent possible in the



circumstances, in such manner so as to minimize interference with ME District 2's use and operation of the Leon County ME Facility. Leon County shall have the right at all times to enter the Leon County ME Facility without prior notice to ME District 2 in the event of an emergency affecting the Leon County ME Facility.

4.8. **PARKING.** Leon County shall be responsible for providing a sufficient number of parking spaces, to be located on or adjacent to the Leon County ME Facility, in order for ME District 2 to adequately provide the ME Services as required under this Agreement. All motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of ME District 2, its employees, agents, invitees and licensees, it being expressly agreed and understood that Leon County has no duty to insure any of said motor vehicles (including the contents thereof), and that Leon County is not responsible for the protection and security of such vehicles, or the contents thereof.

4.9. **MAINTENANCE AND REPAIRS.** Leon County shall be responsible, at its expense, to provide any and all maintenance and repairs of the Leon County ME Facility as needed in order for ME District 2 to adequately provide the ME Services as required under this Agreement, or to otherwise comply with any federal, state or local laws, ordinances, building codes, and rules and regulations in accordance with Section 4.13 below.

4.10. **TELECOMMUNICATIONS; WEBPAGE HOSTING.** It shall be the responsibility of Leon County, at its expense, to coordinate the provision of any and all "Telecommunications Services," "Telecommunication Equipment," and "Webpage Hosting Services" reasonably necessary for ME District 2 to adequately provide the ME Services as required under this Agreement. However, ME District 2 shall be responsible for the provision of any and all of its computer hardware and equipment, data network, and Internet services. For purposes of this provision:

4.10.1. "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to, telephone service, and cable television service, and other similar services that may not exist as of the Effective Date of this Agreement but are created thereafter.

4.10.2. "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

4.10.3. "Webpage Hosting Services" shall refer to the provision of a webpage on Leon County's website that provides general and contact information about ME District 2, but with no advanced functionality required to be provided as part of such services.

4.11. **BIOHAZARD WASTE; LINEN SERVICE.** Leon County shall be responsible for the payment of the costs incurred for any biohazard waste removal service and linen service as are reasonably necessary for ME District 2 to adequately provide the ME Services required under this Agreement. ME District 2 shall coordinate with Leon County for the provision of such services, and such services shall be conducted in accordance with any and all applicable federal and state laws.

4.12. **UTILITIES; HOUSEKEEPING; SECURITY.** It shall be the responsibility of Leon County, at its expense, to coordinate the provision of any and all service of utilities, housekeeping, and security as reasonably necessary for ME District 2 to adequately provide the ME Services as required under this Agreement. Such services shall include, but not be limited to:

- 4.12.1. Electricity, water, sewer, and natural gas;
- 4.12.2. Janitorial services on a daily basis, excluding weekends and holidays, for the office areas only, and excluding the autopsy area;
- 4.12.3. Pest control and upkeep of landscaping and grounds;
- 4.12.4. Electric bulbs, ballasts and fluorescent tubes and replacements thereof;
- 4.12.5. Security provided by an on-site security guard during the following hours:
  - 4.12.5.1. Weekday overnight shifts of twelve hours beginning each Monday through Friday evening at 7:00 p.m. and ending at 7:00 a.m. the next morning;
  - 4.12.5.2. Weekend shifts of forty-two hours beginning each Saturday afternoon at 1:00 p.m. and ending at 7:00 a.m. the next Monday morning; and
  - 4.12.5.3. Holiday shifts of twenty-four hours beginning each holiday morning at 7:00 a.m. and ending at 7:00 a.m. the next morning; for purposes of this subsection, ME District 2 shall provide Leon County with its annual holiday schedule along with its annual budget provided in accordance with Section 3.2 above;
- 4.12.6. After-hours intake of any body deliveries and admittance of tissue recovery personnel to be provided by the on-site security guard while on duty during the hours set forth in Section 4.12.5 above; and
- 4.12.7. Electronic security monitoring services and equipment including, but not limited to, monitoring of doors, gates, and other such building access points throughout the Leon County ME Facility, with video monitoring as needed.

4.13. COMPLIANCE WITH LAWS. ME District 2 shall comply with all federal, state or local laws, ordinances, building codes, and rules and regulations related to its provision of ME Services on or in the Leon County ME Facility, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of such applicable laws.

4.13.1. With regard to compliance with such laws involving building codes or other matters necessitating repairs or improvements on or in the Leon County ME Facility, ME District 2 shall provide prompt written notice to Leon County of the need for such compliance.

4.13.2. ME District 2 shall be responsible for procuring all permits and licenses required for the transaction of its business in the Leon County ME Facility.

4.14. LICENSE FOR USE OF FACILITY. With regard to ME District 2's Permitted Use, such use shall be deemed to be a license for the use of the Leon County ME Facility and shall not be deemed to be a grant of any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Leon County ME Facility.

**Article 5.**  
**Insurance; Indemnification.**

5.1. ME DISTRICT 2'S INSURANCE RESPONSIBILITIES. ME District 2 shall assure that, for the duration of this Agreement, insurance is in place which will protect against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts, and subject to the terms and conditions, as follows:

5.1.1. LIABILITY INSURANCE. ME District 2 shall assure that an insurance policy is in place to provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. Such insurance policy shall include Leon County as an additional insured as provided hereinbelow.

5.1.2. PROFESSIONAL LIABILITY INSURANCE. ME District 2 shall assure that, in accordance with the MEs Act, the District ME and Associate MEs obtain insurance policies to provide professional liability insurance, including errors and omissions, for all ME Services provided by the District ME and Associate MEs, with minimum limits of \$1,000,000 per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment of ME Services provided under this Agreement.

5.1.3. WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE. ME District 2 shall assure that, to the extent such coverage is required by law, an insurance policy is in place to provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and to provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Leon County as an additional insured, ME District 2 shall provide to Leon County a waiver of all rights of subrogation against Leon County with respect to losses payable under such workers' compensation policy(ies).

5.1.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of the insurance policies required under this Section 5.1 above shall be declared to and approved by Leon County.

5.1.5. LEON COUNTY AS ADDITIONAL INSURED. Leon County, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all insurance policies required under this Section 5.1, other than workers' compensation policies.

5.1.6. ME DISTRICT 2'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the insurance coverages provided pursuant to this Section 5.1 shall be primary insurance with respect to Leon County, its officers, officials, employees, and volunteers. As such, any

insurance or self-insurance maintained by Leon County, its officers, officials, employees, or volunteers shall be excess of such insurance coverages and shall not contribute with it. In such instances when such insurance coverages are primary, ME District 2 hereby waives all rights of subrogation against Leon County with respect to losses payable under such insurance coverages.

5.1.7. **CERTIFICATES OF INSURANCE.** ME District 2 shall furnish Leon County with certificates of insurance and with any original endorsements evidencing the coverages described herein for any insurance policies carried by ME District 2 and for those of any of its contractors and subcontractors, as applicable pursuant to Section 5.1.9 below. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Leon County prior to the Possession Date, as defined in Section 1.4 above. Leon County reserves the right to require complete, certified copies of all required insurance policies at any time. Each of the required insurance policies shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to Leon County. All required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

5.1.8. **OTHER ENDORSEMENTS REQUIREMENTS FOR INSURANCE POLICIES.** Each of ME District 2's required insurance policies shall contain endorsements for, or otherwise provide, the following:

5.1.8.1. that, to the extent of insurer's limits of liability, ME District 2's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to ME District 2's insurance policies maintained pursuant to Section 5.1.2 above); and

5.1.8.2. that the companies issuing the insurance policy(ies) shall have no recourse against Leon County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of ME District 2.

5.1.9. **CONTRACTORS OF ME DISTRICT 2.** ME District 2 shall assure that any and all of its contractors and subcontractors doing business with ME District 2, including, but not limited to, any private pathology practice providing turnkey personnel and administrative services, satisfy one of the following conditions: (i) such contractors and subcontractors shall be included as insureds under any insurance policies carried by ME District 2, or (ii) separate certificates and endorsements shall be furnished for each such contractor and subcontractor in a form meeting the requirements set forth in Sections 5.1.7 and 5.1.8 above.

5.2. **LEON COUNTY'S INSURANCE.** Leon County shall carry and maintain a broad form commercial general liability insurance, written on an occurrence basis and including contractual liability coverage endorsement covering Leon County's indemnity obligations under this Agreement in limits it reasonably deems appropriate but in no event less than the limits required by ME District 2 pursuant to Section 5.1 above. In addition, Leon County shall carry and maintain property insurance, with replacement cost coverage, covering the Leon County ME Facility in the amount of not less than the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements.

5.2.1. Leon County's Insurance as Primary. With regard to claims for injuries to persons or damages to property which do not arise from, or are not in connection with, the performance by ME District 2, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the insurance coverages provided pursuant to this Section 5.2 shall be primary insurance with respect to ME District 2, its agents, representatives, employees, and/or subcontractors. Leon County hereby waives all rights of subrogation against ME District 2 with respect to losses payable under such insurance coverages.

5.3. **WAIVER OF SUBROGATION RIGHTS.** Anything in the Agreement to the contrary notwithstanding, Leon County and ME District 2 hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Leon County ME Facility, or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Agreement, or, if any such party fails to maintain the insurances and coverages such party is required to maintain under this Agreement, would have been insured had the applicable party maintained the insurances and coverages such party is required to maintain under this Agreement, regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, partners, servants or shareholders, and each party covenants that no insurer shall hold any right of subrogation against such other party.

5.4. **ME DISTRICT 2'S INDEMNITY.** ME District 2 agrees to indemnify, defend and hold harmless Leon County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of ME District 2, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees and costs. Leon County may, at its sole option, defend itself or require ME District 2 to provide the defense. Notwithstanding the foregoing, ME District 2 shall not be required to indemnify Leon County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Leon County or any of the agents or employees of Leon County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Leon County, or that would have been covered had Leon County maintained the insurance policies Leon County is required to maintain pursuant to the terms of this Agreement. ME District 2 acknowledges that the consideration recited hereinabove contains sufficient consideration of ME District 2's indemnification of Leon County.

5.5. **LEON COUNTY'S INDEMNITY.** Without waiving its right to sovereign immunity, Leon County shall, to the extent allowed by law, indemnify, save harmless, and defend ME District 2 promptly and diligently at Leon County's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Leon County ME Facility caused by the negligent or wrongful act or omission of Leon County. Notwithstanding the foregoing, Leon County shall not be required to indemnify ME District 2 with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of ME District 2 or any of the agents or employees of ME District 2 nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies required to be in place pursuant to Section 5.1 above, or would have been covered had such insurance policies been in place as required. In addition, the Parties acknowledge and agree

that, pursuant to the MEs Act, Leon County shall not be liable for any acts of the District ME or Associate MEs not within the scope of their official duties.

5.6. REMEDIES CUMULATIVE. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the Parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the Parties hereto to elect among remedies.

5.7. SURVIVAL. The provisions of this Article 5 shall survive the expiration or earlier termination of this Agreement.

## **Article 6.**

### **Records; Records Retention; Audits**

6.1. ME RECORDS. For purposes of this Agreement, and to be consistent with the definition of public records contained in Section 119.011, Florida Statutes, the term “ME Records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by ME District 2. With regard to ME Records, the following terms and conditions shall apply:

6.1.1. The Parties acknowledge and agree that, with regard to the duties and responsibilities associated with the management of ME Records, ME District 2 shall conduct itself as an “agency” as that term is defined in Section 119.011.

6.1.2. ME District 2 shall comply with all federal and state laws and rules related to the management of ME Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records, Chapter 406, Florida Statutes, pertaining to maintenance of records and exemptions, and Rule 11G-2, Florida Administrative Code, regarding the management of records and exemptions.

6.1.3. ME District 2, with regard to any contract for services entered into with an individual, partnership, corporation, or business entity, shall comply with the provisions of Section 119.0701, Florida Statutes, pertaining to such contractor’s compliance with public records laws. For purposes of compliance with said statute, the Parties acknowledge and agree that ME District 2 shall conduct itself as a “public agency” as that term is defined therein.

6.2. RETENTION OF ME RECORDS. ME District 2, with regard to its ME Records, shall comply with Section 119.021, Florida Statutes, pertaining to custodial requirements and the maintenance, preservation, and retention of ME Records which includes, but is not limited to, compliance with the General Records Schedule GS2 for District Medical Examiners adopted by the Division of Library and Information Services of the Department of State pursuant to Section 119.021(2)(a), Florida Statutes.

6.3. AUDITS. ME District 2 shall establish and maintain its ME Records in accordance with generally accepted accounting procedures and practices to sufficiently and properly reflect all revenues and expenditures of funds provided by the Leon County under this Agreement. Furthermore, the Parties acknowledge and agree that any and all ME Records shall be subject at all reasonable times to audit by personnel duly authorized by Leon County and, to the extent necessary

to assure the appropriate use of public funds, ME District 2 shall be subject to audit by such authorized personnel. For purposes of this Agreement, the term “audit” shall have the same meaning as defined in Section 11.45, Florida Statutes.

**Article 7.**  
**Miscellaneous Provisions.**

7.1. FUNDING CONTINGENCY. The performance of Leon 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 for the current and any future periods provided for within the Agreement.

7.2. TERMINATION. With regard to any termination of this Agreement, the Parties acknowledge and agree that (i) notwithstanding such termination, the MEs Act would require ME District 2 to continue providing ME Services and would require Leon County to continue paying compensation and fees for such services, (ii) ME District 2 would require continued uninterrupted use of a facility to provide its ME Services to Leon County and the Other District Counties, and (iii) that any failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care as prescribed by law would be a determination to be made by the MEs Commission rather than by Leon County. As such, any termination of this Agreement shall be subject to the following terms and conditions:

7.2.1. Either Party Termination Without Cause. Either Party may terminate this Agreement without cause by giving notice to the other Party no later than one hundred eighty (180) days before the effective date of such termination. ME District 2 shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding either Party’s termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.2.2. Leon County Termination For Cause. Leon County may terminate this Agreement for cause, subject to the following terms and conditions:

7.2.2.1. Any such termination resulting from the failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care shall, before becoming effective, require a determination by the MEs Commission that such a failure has occurred. Upon the Parties’ receipt of notification that such determination has been made by the MEs Commission, Leon County may proceed with its termination to be effective ninety (90) days thereafter. However, if, prior to the effective date of termination, ME District 2 cures such failure to the satisfaction of Leon County, the termination process shall cease and this Agreement shall continue in full force and effect.

7.2.2.2. Any termination for cause resulting from some act other than a failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care shall proceed by giving notice to ME District 2 no later than ninety (90) days before the effective date of such termination. However, if, prior to the effective date of termination, ME District 2 cures such failure to the satisfaction

of Leon County, the termination process shall cease and this Agreement shall continue in full force and effect.

7.2.2.3. If ME District 2 fails to reach a satisfactory cure, it shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding Leon County's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.2.3. ME District 2 Termination For Cause. Except as provided in Section 3.3 above or otherwise in this Agreement, ME District 2 may terminate this Agreement for cause by giving notice to Leon County no later than ninety (90) days before the effective date of such termination. However, if, prior to the effective date of termination, Leon County cures such failure to the satisfaction of ME District 2, the termination process shall cease and this Agreement shall continue in full force and effect. If Leon County fails to reach a satisfactory cure, ME District 2 shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding ME District 2's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.3. **INDEPENDENT CONTRACTOR STATUS.** Leon County and ME District 2 acknowledge and agree that ME District 2 shall provide the ME Services as required under this Agreement as an independent contractor and in no event shall ME District 2 nor any employees or sub-contractors under it be considered for any purpose employees, agents, or partners of Leon County, nor shall the relationship of the Parties be considered a joint venture.

7.4. **INTERPRETATION.** The captions of the Paragraphs of this Agreement are to assist the Parties in reading this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of ME District 2 the term "ME District 2" shall include ME District 2's agents, employees, contractors, subcontractors, invitees, successors or others using the Leon County ME Facility with ME District 2's expressed or implied permission. This Agreement shall not be construed more or less favorably with respect to either party as a consequence of the Agreement or various provisions hereof having been drafted by one of the Parties hereto.

7.5. **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.** This Agreement contains and embodies the entire agreement of the Parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the Parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Leon County and ME District 2.



7.6. NOTICES. Any notice or document required or permitted to be delivered by the terms of this Agreement, other than routine notice of maintenance or repair needs, shall be delivered as follows:

7.6.1. Any of the following forms of delivery are acceptable:

7.6.1.1. by hand delivery;

7.6.1.2. by certified mail, return receipt requested; or

7.6.1.3. by guaranteed overnight delivery service.

7.6.2. Notices to ME District 2 shall be delivered to the address specified in the introductory paragraph of this Agreement, with a copy to the following:

KWB Pathology Associates  
1899 Eider Ct.  
Tallahassee, FL 32308  
Attn: Administrator

7.6.3. Notices to Leon County shall be delivered to:

Office of Human Services & Community Partnerships  
Attention: Director  
918 Railroad Avenue  
Tallahassee, FL 32310

With copies delivered to:

Office of Financial Stewardship  
Attention: Director  
301 South Monroe Street, Suite 202  
Tallahassee, FL 32301

Office of Resource Stewardship  
Attention: Director  
1907 South Monroe Street  
Tallahassee, FL 32301

Leon County Attorney's Office  
Attn: County Attorney  
301 S. Monroe Street, Suite 202  
Tallahassee, FL 32301

7.6.4. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

7.7. WAIVERS. All waivers must be in writing and signed by the waiving Party. Leon County's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent Leon County from enforcing that provision or any other provision of this Agreement in the future.

No statement on a payment check from ME District 2 or in a letter accompanying a payment check shall be binding on Leon County. Leon County may, with or without notice to ME District 2, negotiate such check without being bound to the conditions of such statement.

7.8. **FORCE MAJEURE.** The performance by either Party to this Agreement of its obligations shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the force majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of the other party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

7.9. **FLORIDA LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.10. **COUNTERPART.** This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

7.11. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and all provisions contained herein.

7.12. **WAIVER OF TRIAL BY JURY.** Leon County and ME District 2 each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement.

7.13. **RIDERS AND EXHIBITS.** All Riders, Addenda and Exhibits attached hereto and executed both by Leon County and ME District 2 shall be deemed to be a part of this Agreement and are hereby incorporated.

7.14. **ME DISTRICT 2 ASSIGNMENT.** ME District 2 shall not assign this Agreement, in whole or in part without the prior written consent of Leon County, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall ME District 2 be released from any obligation or liability under this Agreement following any such assignment or sublease.

7.15. **LEON COUNTY ASSIGNMENT.** Leon County shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Agreement. Any such sale, transfer or assignment shall operate to release Leon County from any and all liability under this Agreement arising after the date of such sale, assignment or transfer.

7.16. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Agreement).

IN WITNESS WHEREOF, ME District 2 and Leon County have caused this Agreement to be duly executed as of the date first above written.

**LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida

**MEDICAL EXAMINER DISTRICT 2**, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes

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

By: \_\_\_\_\_  
David T. Stewart, Jr., M.D., in his official capacity as District Medical Examiner

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

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

Approved as to Form:  
Leon County Attorney's Office


By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

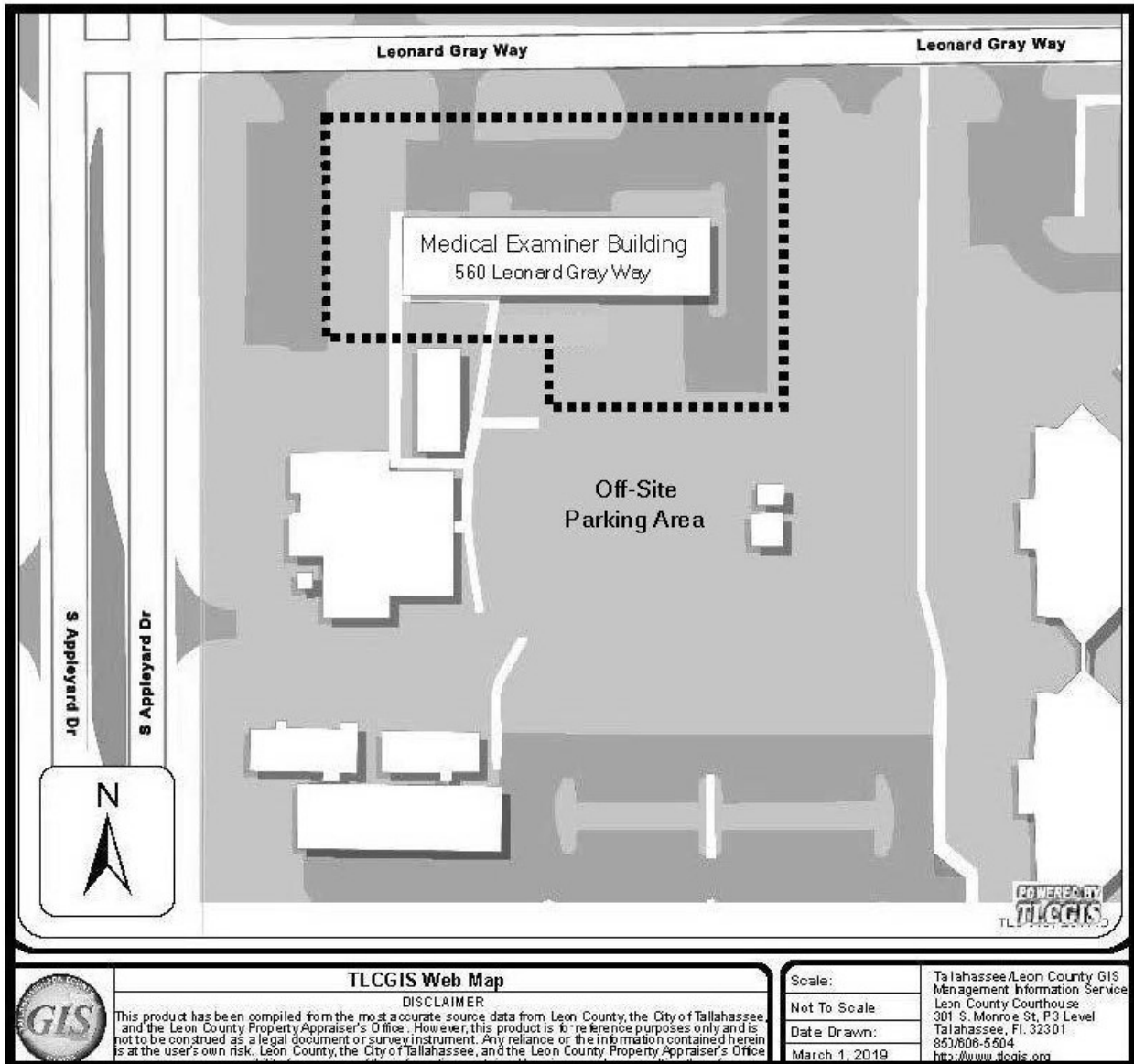
ATTEST:  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name)

# Exhibit "A"

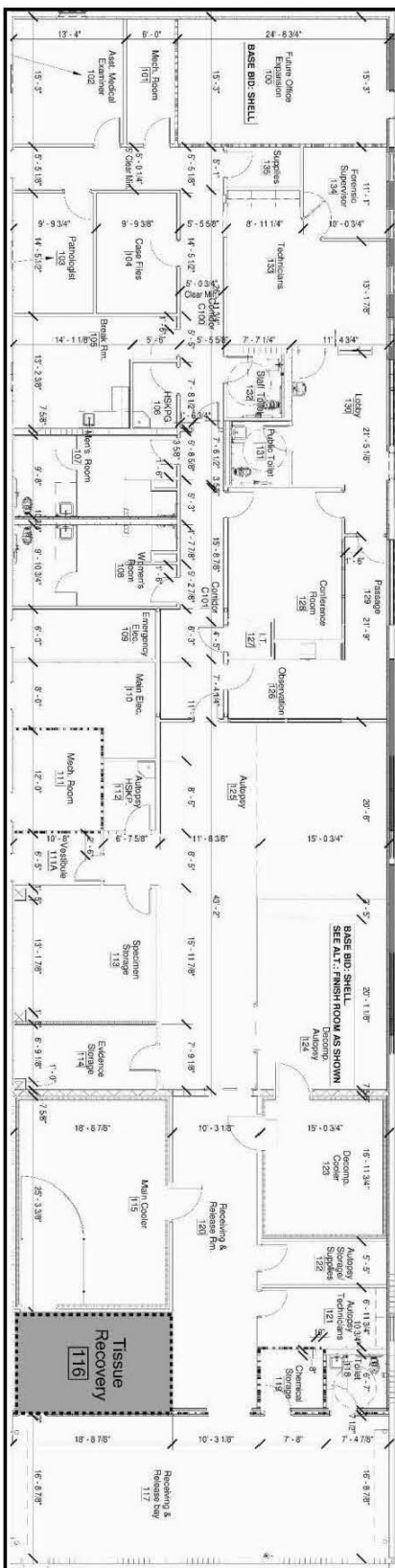
## Leon County ME Facility Site Map

 Leon County ME Facility



# Exhibit "B"

## Leon County ME Facility Floor Plan



Leonard Gray Way

## Agreement for Medical Examiner Services Summary

The highlights of the new Agreement are provided as follows:

- The new Agreement will replace and supersede the 2001 ME Agreement on the date that ME District 2's administrative and office personnel begins occupying the County ME Facility to prepare it for the District ME and Associate MEs to regularly conduct business.
- The Term of the new Agreement will commence on the date of possession and will continue until its expiration on September 30, 2029. The initial Term may be continued at the County's option for two additional periods of five years each.
- The scope of services to be provided to the County by ME District 2 (the "ME Services") will include any and all statutory responsibilities and duties of the District ME and Associate MEs required to be provided to the public as set forth in the MEs Act for which ME District 2 is entitled to compensation with public funds, and any other public services to be provided to Leon County as contained within this Agreement including, but not limited to, intake and storage of bodies delivered as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies,".
- ME District 2 will be responsible for coordinating the provision of all personnel and administrative services associated with its business operation. Such services may be provided by employees of ME District 2 or pursuant to an agreement with a third-party entity for such turnkey medical examiner services.
- Pursuant to the MEs Act, the District ME and the Associate MEs may engage in the private practice of medicine or surgery insofar as such private practice does not interfere with their duties as prescribed in the MEs Act. The permitted uses of the County ME Facility for such Private Practitioner Services will require the payment to the County of a facility use fee and will be limited to the following uses:
  - private autopsies at the request of families of the deceased or at the request of a hospital or a member of its medical staff;
  - any expert witness testimony, consultation, or educational activities provided by the District ME and Associate MEs in their capacities as a private physician practitioner; and
  - clerical and administrative activities associated with, or arising out of, the permitted Private Practitioner Services.
- Among the ME Services to be provided is the selection of tissue recovery services and oversight of the use of the room designated within the County ME Facility as the Tissue Recovery Room (Room 116) (Attachment #1, page 21). It will be the responsibility of ME District 2 to coordinate the use of the Tissue Recovery Room and remit to the County the collected fee for such use.

- If ME District 2 intends to obtain or utilize the equipment or services of a business or professional association in which the District ME or Associate MEs, or their spouses or children, have a business interest, ME District 2 will first provide written notification of such intent to the County and request a determination by the County, pursuant to Rule 11G-1.002(d), Florida Administrative Code, that one of the statutory exemptions is applicable which will thereby permit ME District 2 to obtain or utilize such equipment or services.
  - With regard to ME District 2's current use of the District ME's private pathology practice, the District ME has disclosed that he has a business interest in his private pathology practice by submitting to ME District 2 a Form 4A, Disclosure of Business Transaction, Relationship, or Interest, and a copy has also been provided to the County. The County has determined that the "sole source of supply" statutory exemption is applicable to the use by ME District 2 of the District ME's private pathology practice for turnkey personnel and administrative services and, therefore, the provision of such services is permitted.
- The County's payment to ME District 2 for the provision of ME Services will be based solely on a schedule of fees for such services to be approved annually by resolution adopted by the Board (the "Master Fee Schedule"). Such payments will be in accordance with monthly invoices to be delivered by ME District 2 reflecting the fees charged for the actual ME Services provided to the County for that respective month. The proposed Master Fee Schedule, which will include the County's facility use fees, will be developed annually based on ME District 2's proposed annual budget.
- ME District 2 will submit its proposed annual budget to the County no later than April 1st of each year, which will be sufficiently detailed to allow the County to ascertain the following information:
  - The total personnel and operating expenses for ME District 2 upon which each of the fees in the Master Fee Schedule is based;
  - The total of expenses paid to any business or professional association for turnkey personnel and administrative services provided to ME District 2; and
  - The total fees received by ME District 2 for expert witness testimony provided by the District ME and Associate MEs in their official capacities.
- ME District 2 will be responsible for the collection and remittance of any and all of the facility use fees. The fees will be separately remitted monthly by check payable to the County and delivered together with the monthly invoices for ME Services.
- The County will provide and maintain all furnishing, fixtures, and equipment ("FF&E"), along with any supplies, necessary for ME District 2 to adequately provide the required ME Services (collectively, the "FF&E and Supplies"). The use of the FF&E and Supplies will be subject to the following terms and conditions:
  - All FF&E and Supplies will be stored and maintained at the County ME Facility;

- The ownership of the FF&E and Supplies will be vested in the County and, to the extent that the FF&E and Supplies are titled, all titles will be held in the name of the County;
  - Any FF&E deemed to be tangible personal property will be held, inventoried, and disposed of in accordance with Leon County Policy 02-05, Tangible Personal Property and Procedures;
  - ME District 2 shall be responsible for the safekeeping and proper use of the FF&E and Supplies entrusted to the care and use of ME District 2; and
  - Upon expiration or other termination of the Agreement, all FF&E and Supplies will be relinquished to the County.
- The County will provide a sufficient number of parking spaces, to be located on or adjacent to the County ME Facility, in order for ME District 2 to adequately provide the required ME Services.
  - The County will provide all maintenance and repairs of the County ME Facility as needed in order for ME District 2 to adequately provide the required ME Services.
  - The County will coordinate the provision of all Telecommunications Services, Telecommunication Equipment, and Webpage Hosting Services, as those terms are defined in the Agreement, reasonably necessary for ME District 2 to adequately provide the required ME Services. However, ME District 2 will provide all of its computer hardware and equipment, data network, and Internet services.
  - The County will pay the costs incurred for any biohazard waste removal service and linen service as are reasonably necessary for ME District 2 to adequately provide the required ME Services. ME District 2 shall coordinate with the County for the provision of such services.
  - The County will coordinate the provision of all service of utilities, housekeeping, and security as reasonably necessary for ME District 2 to adequately provide the required ME Services including, but not be limited to, the following:
    - Electricity, water, sewer, and natural gas; janitorial services on a daily basis, excluding weekends and holidays, for the office areas only, and excluding the autopsy area; pest control and upkeep of landscaping and grounds; and electric bulbs, ballasts and fluorescent tubes and replacements thereof;
    - Security provided by an on-site security guard during the following hours: (i) weekday overnight shifts of twelve hours beginning each Monday through Friday evening at 7:00 p.m. and ending at 7:00 a.m. the next morning; (ii) weekend shifts of forty-two hours beginning each Saturday afternoon at 1:00 p.m. and ending at 7:00 a.m. the next Monday morning; and (iii) holiday shifts of twenty-four hours beginning each holiday morning at 7:00 a.m. and ending at 7:00 a.m. the next morning;



- After-hours intake of any body deliveries and admittance of tissue recovery personnel to be provided by the on-site security guard while on duty; and
  - Electronic security monitoring services and equipment including, but not limited to, monitoring of doors, gates, and other such building access points throughout the County ME Facility, with video monitoring as needed.
- ME District 2's occupancy of the County ME Facility will be deemed to be a license for the use of the County ME Facility and shall not be deemed to be a grant of any permanent possessory interest in real property, nor will the new Agreement be construed as conveying any real property interest in the County ME Facility.
  - ME District 2 will assure that insurance is in place which will protect against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2 of the rights, duties, and responsibilities pursuant to the Agreement, in the minimum coverage and amounts set forth in the Agreement.
  - ME District 2 will indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of ME District 2 arising out of or under the new Agreement, including reasonable attorney's fees and costs.
  - With regard to the duties and responsibilities associated with the management of ME Records, as that term is defined in the new Agreement, ME District 2 will conduct itself as an "agency" as that term is defined in Section 119.011, Florida Statutes, and will comply with all federal and state laws and rules related to the management of ME Records.
  - ME District 2, with regard to its ME Records, will comply with Section 119.021, Florida Statutes, pertaining to custodial requirements and the maintenance, preservation, and retention of ME Records.
  - ME District 2 will establish and maintain its ME Records in accordance with generally accepted accounting procedures and practices to sufficiently and properly reflect all revenues and expenditures of funds provided by the County. The ME Records will be subject at all reasonable times to audit by personnel duly authorized by the County and, to the extent necessary to assure the appropriate use of public funds, ME District 2 will be subject to audit by such authorized personnel.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

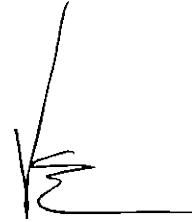
## Agenda Item #5

April 23, 2019

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

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

**Title:** Federal Election Activities Grant for Fiscal Year 2018-2019



<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 budget authority for the Supervisor of Elections to accept a FY 2018 - 2019 Federal Elections Activities Grant.

### **Fiscal Impact:**

This item has a fiscal impact. The State of Florida, Division of Elections, as the pass-through entity for this federal funding, allocated \$29,921 for a Federal Election Activities Grant to Leon County's Supervisor of Elections in FY 2018-2019. The award requires a 15% match, \$4,489 in County funds, which is currently available in the SOE's FY 2019 operating budget.

### **Staff Recommendation:**

Option #1: Accept and authorize the Leon County Supervisor of Elections to recognize and spend its FY 2018-2019 Federal Election Activities Grant award in the amount of \$29,921 plus 15% matching funds within the requirements of the Memorandum of Agreement. (Attachment #1)

Options #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2)

## **Report and Discussion**

### **Background:**

This agenda item seeks acceptance of a Federal Election Activities Grant for FY 2018-2019 (Attachment #1). The U.S. Elections Assistance Commission (EAC) awarded funds pursuant to section 251 of the Help America Vote Act to Florida's Department of State, Division of Elections (Department) as a pass-through entity. The Department annually secures budget authority to disburse funds from the state's Federal Grant Trust Fund to County Supervisors of Elections (SOE) to improve the administration of federal elections in one of the following categories:

- Voter Education
- Poll Worker Training
- Standardizing Election Results Reporting
- Other Federal Election Administration Activities, as approved in advance by the Department of State

The Leon County Supervisor of Elections requires budgetary authority from the Leon County Board of County Commissioners to recognize these grant revenues and draw down the grant and matching funds for eligible expenses per the grant guidelines.

### **Analysis:**

The Federal Election Activities Grant is designed to provide advance funding to improve the administration of federal elections. A few requirements of the grant include the following:

- Funds may only be used for the purpose for which they were originally provided. This grant award is provided for the publication and distribution of Election Guides and Sample Ballots for the 2020 election cycle.
- Funds must be used exclusively for elections for federal office. Federal races appear on the ballots for all elections in the 2020 election.
- The 15% County matching fund requirement can be met with appropriations already in the Leon County Supervisor of Elections FY 2019 operating budget.
- Unspent grant funds will be carried forward from one fiscal year to the next.
- Grant funds and matching funds must be placed in a separate, interest bearing account until the funds are ready to be disbursed.

This item seeks acceptance of the FY 2018-2019 Federal Elections Activities Grant and approval of a resolution and budget amendment request allocating \$29,921 in grant funds and \$4,489 in matching funding into the FY 2019 budget (Attachment #2).

**Options:**

1. Accept and authorize the Leon County Supervisor of Elections to recognize and spend its FY 2018-2019 Federal Election Activities Grant award in the amount of \$29,921 plus 15% matching funds within the requirements of the Memorandum of Agreement (Attachment #1).
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Board direction.

**Recommendations:**

Options #1 and #2

**Attachments:**

1. FY 2018-2019 Federal Election Activities Grant Memorandum of Agreement
2. Resolution and associated Budget Amendment Request

**MEMORANDUM OF AGREEMENT  
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES**

This agreement is between the State of Florida, Department of State, Division of Elections (“Department”), an agency of the State of Florida, and Mark S. Earley Supervisor of Elections for Leon County, (“Sub-recipient”). This agreement governs the receipt and use of federal funds as specified herein.

**I. Governing Law**

Grant funds are made available pursuant to Specific Appropriation 3081, Chapter 2018-9, Laws of Florida to provide funds to the 67 county supervisor of elections offices in the ongoing effort to improve the administration of federal elections. See **Attachment A** for appropriation proviso.

The Department of State is authorized to distribute to all 67 county Supervisors of Elections a sum total of two million dollars (\$2,000,000) in non-recurring funds for fiscal year 2018-2019 from the Federal Grants Trust Fund, pursuant to section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401 (“Help America Vote Act Requirements Payments”).

**II. Scope of Work, Deliverables, Restrictions**

**A. Scope of Work.**

Funds provided under this agreement shall be used for advance payment for allowable expenses to improve the administration of federal elections. Those allowable expenses and the timeline by when requests must be submitted are detailed in Table 1 in subsection B. For additional guidance on allowable and non-allowable expenses, see *DE Guide 0018 - Allowable and Non-Allowable Expenses for HAVA Expenditures – Federal Election Activities Grant*.

**B. Deliverables, Minimum Levels of Service, and Financial Consequences**

<b>Table 1</b>		
<b>Deliverables (1, 2, 3, and/or 4)</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
<p>1. Federal Election Administration Activities - Voter Education.</p> <p>Examples include: Mailing and publishing of sample ballots Mailing or publishing voter information cards Publishing of voter guides Voting system Demonstrations</p>	<p>Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program.</p> <p>At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020.</p> <p>No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds</p>	<p>If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund.</p> <p>Any funds remaining after December 31, 2020, or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds.</p>

	<p>allocated under this agreement, including any interest earned and county match.</p> <p>Sub-recipient shall submit Annual Expenditure Reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented.</p> <p>Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.</p>	<p>Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds.</p> <p>All funds returned shall revert to the Federal Grants Trust Fund.</p>
<p>2. Federal Election Administration Activities – Poll Worker Training</p> <p>Examples include: Poll worker training stipends Poll worker training materials</p>	<p>Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program.</p> <p>At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020.</p> <p>No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match.</p> <p>Sub-recipient shall submit Annual Expenditure Reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented.</p> <p>Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services</p>	<p>If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund.</p> <p>Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds.</p> <p>Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds.</p> <p>All funds returned shall revert to the Federal Grants Trust Fund.</p>

	and/or products purchased, used and/or implemented.	
<p>3. Federal Election Administration Activities – Standardizing Election Results Reporting</p> <p>Examples include: Software or hardware technology that enhances or facilitates the reporting of election results</p>	<p>Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program.</p> <p>At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020.</p> <p>No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match.</p> <p>Sub-recipient shall submit Annual Expenditure reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented.</p> <p>Sub-recipient shall submit a Final Expenditure Report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.</p>	<p>If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund.</p> <p>Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds.</p> <p>Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds.</p> <p>All funds returned shall revert to the Federal Grants Trust Fund.</p>
<p>4. Federal Election Administration Activities - Other Federal Election Administration Activities, as approved in advance by the Department of State.</p> <p>Examples include:</p>	<p>Sub-recipient has until June 1, 2019 to submit an application for these funds using the DOS Online Grants program.</p> <p>At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used by December 31, 2020. Once submitted and approved by the Department, a plan may be amended once and no later than June 1, 2020.</p>	<p>If an initial application for funds is not submitted by June 1, 2019, funds shall revert to the Federal Grants Trust Fund.</p> <p>Any funds remaining after December 31, 2020 (or not otherwise encumbered for services and/or products received or provided on or before December 31, 2020), including any interest earned, must be returned to the</p>



<p>MOVE Act implementation and maintenance; Software or hardware technology that enhances or facilitates the delivery of vote-by-mail ballots, casting and counting of valid votes, voting systems audits or recounts, or the certification of accurate and complete election results.</p>	<p>No later than December 31, 2020, Sub-recipient shall have expended (and/or encumbered for services and/or products to be used or implemented no later than December 31, 2020) the grant funds allocated under this agreement, including any interest earned and county match.</p> <p>Sub-recipient shall submit annual expenditure reports due no later than July 31, 2019 and July 31, 2020 that includes documentation evidencing the services and/or products purchased, used and/or implemented.</p> <p>Sub-recipient shall submit a final expenditure report due no later than December 31, 2020, that includes documentation evidencing the services and/or products purchased, used and/or implemented.</p>	<p>Department no later than January 31, 2021. An amended Final Expenditure Report must be submitted with the returned funds.</p> <p>Any funds determined not to be expended in accordance with this agreement shall be returned to the Department, within 30 days after the date of written notice. An amended Final Expenditure Report must be submitted with the returned funds.</p> <p>All funds returned shall revert to the Federal Grants Trust Fund.</p>
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**C. Request and Disbursement Process**

The Department shall distribute to each eligible Sub-recipient upon request and submission of a completed grant application a minimum payment amount of five thousand dollars (\$5,000) plus a proportional amount based on the voting age population in the Sub-recipient’s county. See **Attachment B**. The amount per county is based on the aggregated remaining amount of the total grant for the 67 Sub-recipients divided by the total number of voting age population for the State in the most recent decennial census and then multiplied by the respective county’s voting age population.

To receive funds, the Sub-recipient shall submit a complete grant application no later than June 1, 2019, using the Department of State’s Online Grants Program at <https://www.dosgrants.com>. The application must contain a description of the plan to be implemented. If a county has remaining funds from one or more prior federal election activities grant distributions, as part of their application for 2018-2019 funds, the sub-recipient shall provide an explanation as to why those funds have yet to be expended.

Additionally, before the Sub-recipient may receive funds, the Sub-recipient must submit the following:

1. A completed ED Form GCAS-009 (6/88), entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions”, and attached hereto as **Attachment C**. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]
2. A completed “Certificate of Equipment for Casting and Counting Ballots” (DS-DE 135, Effective 8/16), attached hereto as **Attachment D**. This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

3. A completed "Matching Funds Certification" (DS-DE 127), attached hereto as **Attachment E**. The form certifies that the county governing body shall provide addition matching funds in an amount equal to fifteen percent (15%) of the amount to be received from the state. If the county governing body fails to appropriate the matching funds, the Supervisor must return to the Department all funds received under this agreement.

#### **D. Reporting**

The Sub-recipient must submit an annual expenditure report that includes supporting documentation evidencing allowable expenses no later than July 31, 2019 and again on July 31, 2020. The Sub-recipient must provide a final expenditure report including submitting supporting documentation evidencing allowable expenses no later than December 31, 2020 and written confirmation that all remaining previously distributed grant funds remaining were expended first. Supporting documentation shall include invoices, canceled checks, purchase orders, vendor contracts, sample publications, and other records that detail the services or products provided and the costs of such services and/or products. Documentation must account for all expenditures made from grant funds awarded under this agreement. Documentation must also provide details regarding matching funds and any interest earned. Failure to submit the report may result in immediate notice to return all funds, including any interest accrued. Any funds determined not to be expended in accordance with this agreement shall be returned, including any interest earned, to the Department within 30 days of written notice. All funds returned shall revert to the Federal Grants Trust Fund.

Using the Form DS-DE 129, the Sub-recipient shall report annually to the Department any unspent funds remaining on June 30 of each fiscal year. The Sub-recipient shall submit the annual report no later than July 31 of every year until funds are fully expended, or returned, whichever is earlier.

#### **E. Restrictions**

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the Department the funds, not otherwise expended for allowable costs, including any interest earned during the term of this agreement.

The Sub-recipient must establish and maintain the grant funds in an interest bearing account in a "qualified public depository" as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a [Public Deposit Identification and Acknowledgement Form](#).
- The submission each year by November 30<sup>th</sup> of a [Public Depositor Annual Report to the Chief Financial Officer \(DFS-J1-1009\)](#)

For more information refer to the [Department of Financial Services Collateral Management for Governmental Units webpage](#) or contact the Program Administrator at 850-413-3167.

### III. Payments

The Sub-recipient is encouraged to use electronic funds transfer (EFT) to receive payment as an alternative to receipt of payment by warrant. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a [Direct Deposit Authorization form](#) to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

### IV. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient, as indicated on **Attachment F**, may be subject to monitoring, audits and reporting requirements herein.

#### A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see Part B "Audits") monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Sub-recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

#### B. Audits

##### 1. Federally Funded Audits (OMB Circular A-133, as revised in supplemental 2017.)

In the event that the Sub-recipient expends \$750,000 or more in Federal awards in its fiscal year, the Sub-recipient **is required to** have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Sub-recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit conducted by the Auditor General must satisfy the requirements of Subpart E of OMB Circular A-133, as revised. In connection with the audit requirements the Sub-recipient shall fulfill the responsibilities of an auditee as provided in Subpart C of OMB Circular A-133, as revised.

If the Sub-recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit **is not required**. The Sub-recipient, however, must make records available for review or audit upon request by appropriate officials of U.S. Election Assistance Commission, the Department, and the General Accounting Office (GAO). If the Sub-recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., resources obtained from other than Federal entities).

##### 2. Other audits

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

*Additional guidance to state and federal monitoring and auditing requirements may be found at <http://www.eac.gov>.*

### **C. Audit Reporting**

Copies of financial reporting packages as described in Subpart C- Auditees, section \_\_\_\_\_.320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Sub-recipient pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

<i>Department of State Division of Elections R.A. Gray Bldg., Ste 316 500 S. Bronough St. Tallahassee, FL 32399-0250</i>	<i>Department of State Office of Inspector General R.A. Gray Bldg., Rm. 406 500 S. Bronough Street Tallahassee, FL 32399-0250</i>	<i>Auditor General's Office Claude Pepper Bldg. 111 West Madison St. Tallahassee, FL 32399-1450</i>	<i>Federal Audit Clearinghouse Bureau of the Census 1201 East 10<sup>th</sup> St. Jeffersonville, IN 47130</i>
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Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with OMB Circular A-133, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the [Rules of the Auditor General](#), whichever is applicable. The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

### **V. Record Retention**

The Sub-recipient shall keep and maintain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement. The Sub-recipient shall retain these records for five fiscal years in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, or three years after the date an audit report is issued, whichever is later. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request.


## VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient

By Department of State, Division of Elections

Signature:   
Name and Title: Mark S. Earley  
Supervisor of Elections, Leon County

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
\_\_\_\_\_

Address: 2990-1 Apalachee Parkway  
Tallahassee, FL 32301  
\_\_\_\_\_

Address: R.A. Gray Building  
500 S. Bronough Street, Ste. 316  
Tallahassee, Florida 32399  
\_\_\_\_\_

County FEID No. 59-6000708

Witness:   
Date: 3/1/19

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

ATTACHMENT B to MOA 2018-2019-0003

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS

County Allocation of Help America Vote Act Funds - Federal Election Administration Activities - FY 2018-2019

County	Voting Age Population (2010 Census)	Amount - Federal Election Activities Funds Minimum Payment	Amount - Federal Election Activities Funds Voting Age Population	Amount - Federal Election Activities Funds Minimum + Per population	Amount - 15% Match By County Funds
Alachua	203,051	\$ 5,000.00	\$ 22,844.44	\$ 27,844.44	\$ 4,176.67
Baker	20,068	\$ 5,000.00	\$ 2,257.77	\$ 7,257.77	\$ 1,088.67
Bay	131,776	\$ 5,000.00	\$ 14,825.58	\$ 19,825.58	\$ 2,973.84
Bradford	22,885	\$ 5,000.00	\$ 2,574.70	\$ 7,574.70	\$ 1,136.20
Brevard	435,690	\$ 5,000.00	\$ 49,017.71	\$ 54,017.71	\$ 8,102.66
Broward	1,356,717	\$ 5,000.00	\$ 152,638.72	\$ 157,638.72	\$ 23,645.81
Calhoun	11,493	\$ 5,000.00	\$ 1,293.03	\$ 6,293.03	\$ 943.95
Charlotte	137,100	\$ 5,000.00	\$ 15,424.56	\$ 20,424.56	\$ 3,063.68
Citrus	118,842	\$ 5,000.00	\$ 13,370.43	\$ 18,370.43	\$ 2,755.56
Clay	140,695	\$ 5,000.00	\$ 15,829.02	\$ 20,829.02	\$ 3,124.35
Collier	258,873	\$ 5,000.00	\$ 29,124.75	\$ 34,124.75	\$ 5,118.71
Columbia	52,338	\$ 5,000.00	\$ 5,888.34	\$ 10,888.34	\$ 1,633.25
DeSoto	27,027	\$ 5,000.00	\$ 3,040.70	\$ 8,040.70	\$ 1,206.10
Dixie	13,278	\$ 5,000.00	\$ 1,493.85	\$ 6,493.85	\$ 974.08
Duval	660,749	\$ 5,000.00	\$ 74,338.19	\$ 79,338.19	\$ 11,900.73
Escambia	233,465	\$ 5,000.00	\$ 26,266.20	\$ 31,266.20	\$ 4,689.93
Flagler	76,660	\$ 5,000.00	\$ 8,624.71	\$ 13,624.71	\$ 2,043.71
Franklin	9,579	\$ 5,000.00	\$ 1,077.69	\$ 6,077.69	\$ 911.65
Gadsden	35,184	\$ 5,000.00	\$ 3,958.41	\$ 8,958.41	\$ 1,343.76
Gilchrist	13,308	\$ 5,000.00	\$ 1,497.23	\$ 6,497.23	\$ 974.58
Glades	10,467	\$ 5,000.00	\$ 1,177.60	\$ 6,177.60	\$ 926.64
Gulf	13,289	\$ 5,000.00	\$ 1,495.09	\$ 6,495.09	\$ 974.26
Hamilton	11,886	\$ 5,000.00	\$ 1,337.25	\$ 6,337.25	\$ 950.59
Hardee	20,056	\$ 5,000.00	\$ 2,256.42	\$ 7,256.42	\$ 1,088.46
Hendry	28,254	\$ 5,000.00	\$ 3,178.74	\$ 8,178.74	\$ 1,226.81
Hernando	138,620	\$ 5,000.00	\$ 15,595.57	\$ 20,595.57	\$ 3,089.34
Highlands	80,814	\$ 5,000.00	\$ 9,092.05	\$ 14,092.05	\$ 2,113.81
Hillsborough	935,018	\$ 5,000.00	\$ 105,195.08	\$ 110,195.08	\$ 16,529.26
Holmes	15,645	\$ 5,000.00	\$ 1,760.16	\$ 6,760.16	\$ 1,014.02
Indian River	112,076	\$ 5,000.00	\$ 12,609.22	\$ 17,609.22	\$ 2,641.38
Jackson	39,839	\$ 5,000.00	\$ 4,482.12	\$ 9,482.12	\$ 1,422.32
Jefferson	12,013	\$ 5,000.00	\$ 1,351.53	\$ 6,351.53	\$ 952.73
Lafayette	7,085	\$ 5,000.00	\$ 797.10	\$ 5,797.10	\$ 869.57
Lake	235,311	\$ 5,000.00	\$ 26,473.88	\$ 31,473.88	\$ 4,721.08
Lee	497,885	\$ 5,000.00	\$ 56,015.02	\$ 61,015.02	\$ 9,152.25
Leon	221,514	\$ 5,000.00	\$ 24,921.64	\$ 29,921.64	\$ 4,488.25
Levy	32,172	\$ 5,000.00	\$ 3,619.54	\$ 8,619.54	\$ 1,292.93
Liberty	6,588	\$ 5,000.00	\$ 741.19	\$ 5,741.19	\$ 861.18
Madison	15,037	\$ 5,000.00	\$ 1,691.75	\$ 6,691.75	\$ 1,003.76
Manatee	256,550	\$ 5,000.00	\$ 28,863.40	\$ 33,863.40	\$ 5,079.51
Marion	267,117	\$ 5,000.00	\$ 30,052.25	\$ 35,052.25	\$ 5,257.84
Martin	120,572	\$ 5,000.00	\$ 13,565.07	\$ 18,565.07	\$ 2,784.76
Miami-Dade	1,950,707	\$ 5,000.00	\$ 219,466.12	\$ 224,466.12	\$ 33,669.92
Monroe	62,089	\$ 5,000.00	\$ 6,985.38	\$ 11,985.38	\$ 1,797.81
Nassau	57,395	\$ 5,000.00	\$ 6,457.28	\$ 11,457.28	\$ 1,718.59
Ocala	140,434	\$ 5,000.00	\$ 15,799.66	\$ 20,799.66	\$ 3,119.95

ATTACHMENT B to MOA 2018-2019-0003

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS

County Allocation of Help America Vote Act Funds - Federal Election Administration Activities - FY 2018-2019

County	Voting Age Population (2010 Census)	Amount - Federal Election Activities Funds Minimum Payment	Amount - Federal Election Activities Funds Voting Age Population	Amount - Federal Election Activities Funds Minimum + Per population	Amount - 15% Match By County Funds
Okeechobee	30,412	\$ 5,000.00	\$ 3,421.53	\$ 8,421.53	\$ 1,263.23
Orange	875,809	\$ 5,000.00	\$ 98,533.71	\$ 103,533.71	\$ 15,530.06
Osceola	198,269	\$ 5,000.00	\$ 22,306.44	\$ 27,306.44	\$ 4,095.97
Palm Beach	1,051,250	\$ 5,000.00	\$ 118,271.87	\$ 123,271.87	\$ 18,490.78
Pasco	366,124	\$ 5,000.00	\$ 41,191.12	\$ 46,191.12	\$ 6,928.67
Pinellas	753,654	\$ 5,000.00	\$ 84,790.55	\$ 89,790.55	\$ 13,468.58
Polk	460,359	\$ 5,000.00	\$ 51,793.12	\$ 56,793.12	\$ 8,518.97
Putnam	57,579	\$ 5,000.00	\$ 6,477.98	\$ 11,477.98	\$ 1,721.70
St. Johns	146,188	\$ 5,000.00	\$ 16,447.02	\$ 21,447.02	\$ 3,217.05
St. Lucie	215,781	\$ 5,000.00	\$ 24,276.64	\$ 29,276.64	\$ 4,391.50
Santa Rosa	115,163	\$ 5,000.00	\$ 12,956.52	\$ 17,956.52	\$ 2,693.48
Sarasota	319,713	\$ 5,000.00	\$ 35,969.61	\$ 40,969.61	\$ 6,145.44
Seminole	325,537	\$ 5,000.00	\$ 36,624.85	\$ 41,624.85	\$ 6,243.73
Sumter	84,908	\$ 5,000.00	\$ 9,552.65	\$ 14,552.65	\$ 2,182.90
Suwannee	32,102	\$ 5,000.00	\$ 3,611.67	\$ 8,611.67	\$ 1,291.75
Taylor	18,125	\$ 5,000.00	\$ 2,039.17	\$ 7,039.17	\$ 1,055.88
Union	12,525	\$ 5,000.00	\$ 1,409.14	\$ 6,409.14	\$ 961.37
Volusia	401,320	\$ 5,000.00	\$ 45,150.88	\$ 50,150.88	\$ 7,522.63
Wakulla	23,851	\$ 5,000.00	\$ 2,683.38	\$ 7,683.38	\$ 1,152.51
Walton	43,713	\$ 5,000.00	\$ 4,917.97	\$ 9,917.97	\$ 1,487.70
Washington	19,626	\$ 5,000.00	\$ 2,208.04	\$ 7,208.04	\$ 1,081.21
<b>TOTAL</b>	<b>14,799,219</b>	<b>\$335,000.00</b>	<b>\$ 1,665,000.00</b>	<b>\$ 2,000,000.00</b>	<b>\$ 300,000.00</b>

Formula for Allocation: Each county starts with a minimum payment (\$5,000). Remaining funds are allocated by voting age population (2010 Census) in each county.

FY 2018-2019 Appropriation - Federal Election Administration Activities **\$2,000,000.00**

Total funds to be allocated by minimum payment (\$5,000 x 67) **\$335,000.00**

Total funds to be allocated by voting age population **\$1,665,000.00**

Voting Age Population (2010 Census) - Statewide **14,799,219.00**

Per voting age population funding multiplier **0.1125**

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 23<sup>rd</sup> day of April, 2019.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jimbo Jackson, 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: BAB19015  
Date: 3/29/2019

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 4/23/2019

County Administrator

Deputy County Administrator

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

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

**Request Detail:**

<b>Account Information</b>					<b>Current Budget</b>	<b>Change</b>	<b>Adjusted Budget</b>
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
060	521	54700	513	Printing and Binding	175,295	(4,489)	170,806
060	950	591061	581	Transfer to SOE Grant Fund		4,489	4,489
<b>Subtotal:</b>						-	

**Revenues**

<b>Account Information</b>					<b>Current Budget</b>	<b>Change</b>	<b>Adjusted Budget</b>
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
061	953021	331100	000	FY 2018/2019 SOE FEA Grant	-	29,921	29,921
061	953021	381060	000	Transfer from SOE Grant Fund		4,489	4,489
<b>Subtotal:</b>						34,410	

**Expenditures**

<b>Account Information</b>					<b>Current Budget</b>	<b>Change</b>	<b>Adjusted Budget</b>
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
061	953021	55200	537	Other Contractual Services		34,410	34,410
<b>Subtotal:</b>						34,410	

**Purpose of Request:**

This budget amendment appropriates \$34,410 for a Federal Election Activities Grant. The State of Florida, Division of Elections has allocated \$29,921 for an Elections Activities matching grant and requires a 15% local match of \$4,489. The grants are awarded for the publication and distribution of Election Guides and Sample Ballots for the 2020 election cycle.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Agenda Item #6

April 23, 2019

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

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

**Title:** Request to Schedule a Workshop on Leon County Detention Facility Operations



<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 Teresa Broxton, Director, Office of Intervention and Detention Alternatives
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives Nicki Paden, Management Analyst Erin Kenney, Management Intern

### **Statement of Issue:**

This agenda item requests the Board's approval to schedule a workshop for Tuesday, October 29, 2019 from 1:00 p.m. to 3:00 p.m. to provide a comprehensive review of Leon County Detention Facility operations as well as the County's Supervised Pretrial Release Program and local offender reentry services.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Schedule a Workshop on the Operations of the Leon County Detention Facility for Tuesday, October 29, 2019 from 1:00 p.m. to 3:00 p.m.

## **Report and Discussion**

### **Background:**

At the March 12, 2019 meeting, the Board directed staff to schedule a workshop to provide a comprehensive review of the operations of the Leon County Detention Facility. The requested workshop supports the following FY2017-FY2021 Strategic Initiative:

- *Identify and evaluate pretrial alternatives to incarceration for low level and non-violent offenders through regional partnerships and state and national efforts, including data-driven justice initiatives (2016-30).*

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

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

### **Analysis:**

The workshop requested by the Board will provide a comprehensive review of operations at the Leon County Detention Facility. Based on the Board's direction during the March 12 meeting, the workshop will also include discussion regarding the County's Supervised Pretrial Release program as well as local offender reentry programs serving individuals discharged from the Detention Facility.

During the 2017 Annual Retreat, the Board requested the Leon County Sheriff provide regular public safety updates regarding the progress on addressing crime, including data and metrics. Typically, the Sheriff would be scheduled to bring a public safety update to the Board in the fall. Additionally, the Board recently rescheduled its Annual Retreat to January 27, 2020. Accordingly, staff recommends scheduling the workshop on October 29, 2019 from 1:00 p.m. to 3:00 p.m., which will best leverage the Sheriff's normal fall presentation to the Board and also provide the Board time to consider the workshop information and outcomes prior to 2019 Board Retreat. The Board's calendar reflects that Tuesday, October 29, 2019 from 1:00 p.m. to 3:00 p.m. is available to schedule the workshop.

### **Options:**

1. Schedule a workshop on the operations of the Leon County Detention Facility for Tuesday, October 29, 2019 from 1:00 p.m. to 3:00 p.m.
2. Schedule a workshop on the operations of the Leon County Detention Facility on an alternate date.
3. Do not schedule a workshop on the operations of the Leon County Detention Facility.
4. Board direction.

### **Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners


## Agenda Item #7

April 23, 2019

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

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

**Title:** Knight Foundation Grant for the Multi-City/State Tour of Innovative Public Library Systems



<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 Debra Sears, Director, Library Services
<b>Lead Staff/ Project Team:</b>	Heather Peeples, Special Projects Coordinator

### **Statement of Issue:**

This agenda item seeks the Board's acceptance of a Knight Foundation grant for a Multi-City/State Tour of Innovative Public Library Systems, which will examine best practices of public library systems and explore how other communities have strategized to maintain and increase the relevancy of libraries.

### **Fiscal Impact:**

This item has a fiscal impact. The associated \$15,000 grant from the Knight Foundation administered through the Community Foundation of North Florida has no match requirement.

### **Staff Recommendation:**

- Option #1: Accept the Knight Foundation Grant administered through The Community Foundation of North Florida in the amount of \$15,000 and authorize the County Administrator to execute any required grant documents in a form approved by the County Attorney.
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #1).

## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's acceptance of a Knight Foundation grant for a Multi-City/State Tour of Innovative Public Library Systems, which will examine best practices of public library systems and explore how other communities have strategized to maintain and increase the relevancy of libraries. The proposed Multi-City/State Tour of Innovative Public Library Systems will contribute to Leon County's efforts to build social infrastructure by providing an opportunity to identify best practices and innovations that will strengthen the Library's role as a social hub and community resource.

To ensure the County maximizes grant leveraging opportunities, the Office of Management and Budget (OMB) coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. These efforts include contacting and communicating with previous funders for any new or forthcoming grant opportunities. Through timely submittals of reporting and invoices along with satisfactory compliance as well as grant closeouts and on-site and desk monitoring by the granting agencies, Leon County has proactively positioned itself as a responsive and accountable funding partner.

Because of this accountability, agencies often contact Leon County when grant funds become available. In addition, the County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities. OMB routinely monitors the federal Grants.gov portal for granting opportunities. The County aggressively seeks state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars.

In September 2018, the Community Foundation of North Florida (CFNF) notified County staff that grant funds were available through the Knight Foundation Fund, which invests approximately \$200,000 in Tallahassee/Leon County each year. The Knight Foundation Fund supports projects in smart design, the arts and entrepreneurship as well as projects that aim to revitalize downtown Tallahassee and bordering communities, in order to attract and retain talented people (ages 24-35) and promote economic opportunity.

On November 20, 2018, the Board was presented a status report on the Knight Foundation grant proposal for a Multi-City/State Tour of Innovative Public Library Systems (Attachment #2).

### **Analysis:**

On March 11, 2019, the County was notified that the project was approved for funding from the Knight Foundation Fund, administered through the CFNF, in the amount of \$15,000. As outlined in the grant proposal, Leon County will convene a focus group of staff, representatives from the Knight Creative Communities Institute, as well as a representative from the Friends of the Library to conduct on-site visits to targeted communities. Proposed tour sites include the following libraries:

- Richland Library (Richland County, SC)
- Charlotte Mecklenburg Library (Mecklenburg County, NC)
- Gwinnett County Public Library (Gwinnet County, GA)
- Orange County Library System (Orange County, FL)
- Broward County Library (Broward County, FL)

The focus group will explore how these library systems have strategized and identified unique ways to maintain and increase the relevancy of libraries. Staff anticipates that the library tour will take place during the months of May and June following which a final report of the focus group's findings and recommendations will be presented to the Board.

**Options:**

1. Accept the Knight Foundation Grant administered through The Community Foundation of North Florida in the amount of \$15,000 and authorize the County Administrator to execute any required grant documents in a form approved by the County Attorney.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #1).
3. Board direction.

**Recommendations:**

Options #1 and #2

**Attachments:**

1. Resolution and associated Budget Amendment Request
2. November 20, 2018, "Status Report on the Knight Foundation Grant Proposal for a Multi-City/State Tour of Innovative Public Library Systems"



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 23<sup>rd</sup> day of April, 2019.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jimbo Jackson, 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: BAB19016  
Date: 3/25/2019

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 4/23/2019

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>			
				Innovative Public Library Systems			
125	912037	366000	000	Tour - Knight Foundation Grant	-	15,000	15,000

Subtotal: 15,000

**Expenditures**

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	912037	54000	571	Travel and Per Diem	-	15,000	15,000

Subtotal: 15,000

**Purpose of Request:**

This budget amendment recognizes \$15,000 in funding from the Knight Foundation through The Community Foundation of North Florida. The grant is for the Multi-City/State Tour of Innovative Public Library Systems, which will examine best practices of public library systems and explore how other communities have strategized to maintain and increase the relevancy of libraries.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

# Leon County Board of County Commissioners

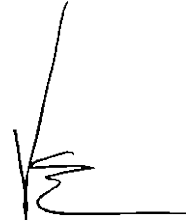
## Agenda Item #7

November 20, 2018

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

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

**Title:** Status Report on the Knight Foundation Grant Proposal for a Multi-City/State Tour of Innovative Public Library Systems



<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 Cay Hohmeister, Director, Library Services
<b>Lead Staff/ Project Team:</b>	Debra Sears, Library Services Manager Heather Peoples, Special Projects Coordinator

### **Statement of Issue:**

This agenda item provides the Board with a status report on the County's Knight Foundation grant proposal to conduct a multi-city/state tour examining best practices of public library systems and exploring how other communities have strategized to maintain and increase the relevancy of libraries.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the status report on the Knight Foundation Grant Proposal to conduct a multi-city/state tour to examine best practices of public library systems.

Title: Status Report on the Knight Foundation Grant Proposal for a Multi-City/State Tour of Innovative Public Library Systems

November 20, 2018

Page 2

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## **Report and Discussion**

### **Background:**

In September, the Community Foundation of North Florida (CFNF) notified County staff that grant funds were available through the Knight Foundation Fund, which invests approximately \$200,000 in Tallahassee/Leon County each year. The Knight Foundation Fund supports projects in smart design, the arts and entrepreneurship as well as projects that aim to revitalize downtown Tallahassee and bordering communities in order to attract and retain talented people (ages 24-35) and promote economic opportunity.

On October 29, 2018, staff submitted a Letter of Inquiry (Attachment #1) to conduct a multi-city/state tour identifying best practices of public library systems that could be adapted to Leon County's Public Library system. This proposed project is modeled after the 2016 Affordable Housing Tour which was planned in collaboration with the Knight Foundation. On October 30, 2018, CFNF invited Leon County to submit a full application for the project.

### **Analysis:**

A formal proposal to conduct a Public Library Tour project is currently being drafted for submission to the CFNF. As detailed in the Letter of Inquiry, the County is seeking \$15,000 for a multi-city/state tour to examine best practices of public library systems.

Leon County's libraries continue to provide new and innovative services and programs including the Seed Library, the Library Lecture Series, lending programs for mobile hotspots and telescopes, virtual reality gaming systems, as well as thousands of downloadable e-books, audio books, and movies. However, in Leon County and communities across the nation, circulation of fixed format materials is declining while downloads of digital content and interest in interactive library programming is on the rise. In Leon County, attendance at Library programs has increased by 24% over the last three years.

Patrons are also seeking more meeting and quiet spaces. Study rooms are increasingly needed for individual study, online test taking and tutorials, job interviews via webcams, and tutoring. Additionally, there is growing demand to use the Library's meeting rooms as gathering spaces for events and programs. In 2018, the Library's 10 meetings rooms were reserved for over 3,300 meetings hosted by a diverse group of community organizations. This is a 62% increase in reservations since 2016.

These trends make it necessary to reassess how the physical space within our libraries is being utilized and prepare for the future roles libraries will play in residents' lives. If awarded the grant funding, Leon County will convene a focus group of stakeholders and community leaders to identify best practices and innovations in other communities. The focus group will conduct on-site visits to three to four targeted communities to explore how they have strategized and identified unique ways to maintain and increase the relevancy of libraries. Members of the tour

Title: Status Report on the Knight Foundation Grant Proposal for a Multi-City/State Tour of Innovative Public Library Systems  
November 20, 2018  
Page 3

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may include Leon County staff, representatives from the Knight Creative Communities Institute, as well as a representative from the Friends of the Library, whose mission is to sponsor Library projects and help improve and expand services.

Additionally, the study tour builds upon the upcoming annual retreat that will have a focused discussion on the County's current and future initiatives to build "social infrastructure" – the places, events, and resources that strengthen communities by fostering social interactions and building relationships. As approved at the October 23, 2018 meeting, the Board approved inviting nationally renowned sociologist Dr. Eric Klinenberg to speak and facilitate a conversation on social infrastructure at the retreat. Dr. Klinenberg's research places a particular focus on the important role libraries play in a community's social infrastructure.

Staff anticipates that the library tour would take place during the first few months of 2019 and the final report and recommendations would be presented to the Board. The formal project proposal and grant application will be submitted no later than November 29, 2018. CFNF will notify the County of the Knight Foundation's decision in early 2019.

**Options:**

1. Accept the status report on the Knight Foundation Grant Proposal to conduct a multi-city/state tour to examine best practices of public library systems.
2. Do not accept the status report on the Knight Foundation Grant Proposal to conduct a multi-city/state tour to examine best practices of public library systems.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Knight Foundation Fund Letter of Inquiry

**Leon County  
Board of County Commissioners**

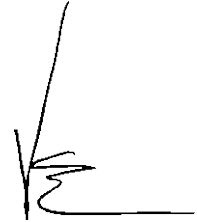
**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

April 23, 2019

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator  
**Title:** Tallahassee Animal Services Shelter Operational Assessment



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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services
<b>Lead Staff/ Project Team:</b>	Cara Aldridge, Director, Animal Control

### **Statement of Issue:**

At the February 12, 2019 meeting, the Board directed staff to provide an agenda item with an update on the Tallahassee Animal Services Shelter Operational Assessment conducted by the University of Florida Maddie's Shelter Medicine Program and Team Shelter USA.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the report on the Tallahassee Animal Services Shelter Operational Assessment (Attachment #1).

## **Report and Discussion**

### **Background:**

At the February 12, 2019 meeting, the Board directed staff to provide an agenda item related to the Tallahassee Animal Services Shelter Assessment conducted by the University of Florida Maddie's Shelter Medicine Program and Team Shelter USA (Attachment #1). The City engaged the University of Florida (UF) Shelter Medicine Assessment Team and Team Shelter USA to conduct an operational assessment of the Tallahassee – Leon County Animal Services Center (ASC). The Shelter Medicine Assessment Team assists animal shelters with identifying best practices which may improve services and animal live release rates. The best practices provided by the team are research based and supported by reputable national organizations such as the Association of Shelter Veterinarians, National Animal Control Association, Humane Society of the United States and the ASPCA.

The City owns and operates the ASC located near Tom Brown Park. The County utilizes the services of the shelter to house animals brought to the ASC by Animal Control and citizens in the unincorporated areas of the County. The County and the City have a long-term cooperative relationship regarding animal sheltering activities in the community. In October 2013, the County entered into the current Interlocal Agreement with the City of Tallahassee to memorialize the relationship for animal sheltering (Attachment #2).

Under this Agreement, the County contributes 45% of the annual shelter operating budget. The County and City equally split all capital improvement and emergency repair needs related to the facility. The City is responsible for the overall operation of the shelter including the intake, care, and disposition of animals impounded from the County. In addition, the City provides medical treatment and quarantine facilities for animals requiring such services and provides the staff necessary to perform veterinary, kennel and administrative services, volunteer coordination, adoption and humane animal care education.

The Animal Control Division and City Animal Services have a strong working relationship and frequently collaborate on animal welfare issues, community education and promotional events, field operations, rabies control, and spay and neuter voucher programs. In addition, where possible, the County and the City strive to maintain similar ordinances related to animal control activities.

### **Analysis:**

Overall, the assessment found that the ASC is utilizing several best practices such as the foster care program, the preventive and medical care provided to animals, and the efforts made to reunite lost pets with their owners. The assessment made several recommendations related to the operations of the shelter and policy decisions which if enacted may decrease the number animals brought to the shelter and increase the live release rates of the shelter. The recommendations related to shelter operations include areas such as computer system data input, reducing the stray hold time for dogs, implementation of additional resources to help owners reunite with lost pets, improving the animal intake process, and streamlining surgical and medical procedures. Two policy recommendations for the County's consideration include the consolidation of city and



county animal control and the implementation of a community cat program. This item provides an overview of the assessment's findings and an analysis of the policy recommendations related to the County.

County staff responsible for Animal Control met with City staff responsible for Animal Services to discuss the findings of the UF assessment. City staff indicated that the UF assessment is one of several assessments the City intends to conduct regarding the ASC to ensure operational procedures align with best practices and to assist in identifying space and facility needs and uses. The City intends to conduct additional assessments specifically related to the physical facility and the spatial needs of effectively operating the shelter over the next several months. All the assessments are being conducted in preparation for the Blueprint capital improvement project which provides funding for animal shelter capital improvements. As a part of the sales tax extension, a project to provide for capital improvements to the ASC was included as a Blueprint 2020 infrastructure project. At their September 19, 2017 meeting, the IA Board approved prioritization of 11 Blueprint 2020 CCQ projects (Community Enhancement Districts, Connectivity and Quality of Life). The Animal Shelter ranked 11<sup>th</sup>. At this time, there is no funding identified in the Blueprint 5-year CIP.

The UF assessment team conducted an on-site evaluation of the Animal Shelter's operations and reviewed County and City animal-related ordinances, animal shelter statistics and the resources available in the community. The on-site assessment team engaged local animal welfare organizations, shelter leadership, and City and County staff in a best practice presentation and meeting. In addition, the UF assessment team independently engaged County and City Commissioners.

The UF assessment commended the overall operation of the ASC and recognized that several best practices are already in place such as the foster care program that allows animals to be housed at the private residence of volunteers while awaiting adoption; the level of preventive care provided to animals; the capabilities of the veterinary staff; and the efforts to reunite animals with their owners among other things. The report specifically highlighted the many animal welfare organizations in the community working towards providing alternatives for shelter intake and spay/neuter programs, and the importance of those relationships in the overall success of animal services.

Some of the organizations and the services they provide to the community identified in the assessment were:

- Be the Solution an organization that provides low cost spay and neuter vouchers to residents in the community to impact pet over-population.
- Animal Shelter Foundation an organization that strives to provide resources to citizens that keep an animal from being admitted to the ASC. They do this by providing low cost spay and neuter vouchers, and by providing assistance with veterinary care, training, kennels and eliminating other barriers to keeping the pet homed.
- It's Meow or Never an organization that actively assist citizens with trapping, neutering and returning community cats back to the location in which the cat was found.

The assessment provides recommendations aimed at increasing efficiencies, decreasing shelter intakes and improving live release rates. Many of the recommendations are specific operational considerations such as streamlining data input into the computer system, reducing the stray hold for dogs, utilizing additional resources to help owners reunite with lost pets, improving the animal intake process, and streamlining surgical and medical procedures. City staff indicated that they are considering the implementation of recommendations that will result in overall improvement in the services provided by ASC based on the compilation of the information obtained from all the assessments being conducted. Adoption of any of the operational recommendations do not require policy decisions or ordinance modifications by the City or County Commissions prior to implementation. The Division of Animal Control will assist ASC where necessary to help the shelter achieve the improvements that are implemented.

The UF assessment provides two specific policy recommendations directly related to the County that, if implemented, would require Board action: 1. the consolidation of animal control services and 2. the creation of a community cat program.

#### *Consolidation of Animal Control Services*

The UF assessment recommends moving County Animal Control under the purview of the ASC. As mentioned, through an interlocal agreement, there is one shelter, operated by the City and jointly funded through an interlocal agreement with the County. In addition, there are no duplicative animal control services as County Animal Control operates in the unincorporated area and the City provides services inside the city limits. However, if consolidation was pursued, more coordination between the County and City could possibly enhance the spectrum of services provided. Previously, at the May 10, 2016 meeting, the Board requested an agenda item regarding the potential for the consolidation of animal services between the City and County. At the May 9, 2017 meeting, staff provided an update to the Board stating that staff had pursued working with the City to evaluate the overall consolidation of animal control and/or animal shelter operations. Several preliminary meetings with City staff were conducted to discuss this matter. In addition to considering consolidation, the County also suggested the possibility of an Animal Control mutual aid agreement as an alternative approach. However, at that time City staff indicated that the City was focused on other higher priority issues. Of course, the County indicated that County staff was always open to the discussion in the future.

#### *Trap, Neuter, Vaccinate, Return Program (TNVR)*

The UF assessment recommends the creation of a Community Cat Program. The County coordinated robust community discussions about the creation of a similar program from November 2011 through March 2013. At that time, Community Cat Programs were a relatively new concept and the community had divergent ideas about the effectiveness and operations of such a program. At the culmination of the community discussion at the March 12, 2013 meeting, the Board ultimately decided to not modify the Animal Control Ordinance to allow for such activities.

The County's current approach to cats at-large in the unincorporated area, is reactive to citizen complaints. Following a complaint from a citizen about at cat living at-large, Animal Control educates the complainant about options to remove resources available to the cat which drives the cat's behaviors. In addition, Animal Control offers the resources of animal advocacy groups, such as It's Meow or Never, to assist with mitigating the impact of the cat living in the area. If the

citizen requests the cat be removed by Animal Control, the cat is trapped and then taken to the ASC for evaluation. Cats that are found to be adoptable are placed into the adoption program. Many of the cats fail the evaluation process due to medical conditions or feral behavior and are found to be unadoptable and euthanized. This approach is a common practice of jurisdictions across the country; however, the approach has little impact on the overall number of at-large cats in the community because it only removes cats one at a time and does not keep pace with the speed at which cats breed.

A few years ago, the City amended their animal ordinance to allow cats to roam free. This change resulted in City Animal Control only responding to calls involving sick or injured cats. To remove nuisance cats, City residents trap the cat themselves and bring the cat to the ASC where the cat is assessed and then either placed into the adoption program or euthanized. This has resulted in no appreciable decrease in cat intakes at the ASC from the incorporated area.

There are several different kinds of Community Cat Programs but they all have a common objective of decreasing the at-large cat population. Under these programs, cats that are at-large in the community are trapped, evaluated by veterinary staff and if healthy, sterilized (spayed/neutered), administered a rabies vaccination and have their ear tipped, for identification purposes, before being released back to the location where the cat was trapped (Attachment #3). Advocates of Community Cat Programs indicate that such programs, over time, decrease the number of cats at-large in a community while improving the live release rates at animal shelters. In addition, TNVR and Community Cat Programs are viewed as a more humane program to deal with at-large cats compared to the traditional trap, adopt or euthanize method.

A study published in the March 2019 edition of *Frontiers in Veterinary Science* reviewed the effectiveness of TNVR programs in Albuquerque, NM; San Antonio, TX; Baltimore, MD; Philadelphia, PA; Tucson, AZ; and Columbus, GA found that animal shelters in those communities experienced a 32% reduction in cat intakes, an 83% reduction in cat euthanasia and a 53% improvement in the live release rates of the shelters (Attachment #4).

TNVR and Community Cat Programs continue to be controversial because of the potential impact they have on public health and wildlife. It should be noted that while TNVR programs present these concerns, the current at-large cat population poses similar risks. In addition, there are divergent opinions on whether TNVR programs decrease the overall at-large cat population in an area.

The Florida Department of Health (DOH) position statement related to TNVR programs is unchanged since the previous discussions the County held on the topic. The DOH position is that “[t]he concept of managing free-roaming/feral domestic cats (*Felis catus*) is not tenable on public health grounds because of the persistent threat posed to communities from injury and disease.” The policy statement goes on to state that “[w]hile free-roaming cats can be vaccinated against rabies, this does not address the ongoing need to provide them healthcare, medications and prevention of other zoonotic diseases” (Attachment #5). The United States Department of Health and Human Services (HHS) in researching TNVR found that, TNVR “programs are not effective methods for reducing public health concerns or for controlling feral cat populations” (Attachment #6).

In addition, there continues to be concern about the impacts that Community Cats have on wildlife as domestic cats are not indigenous or native to Florida. The Florida Fish and Wildlife Conservation Commission (FWC) continues to have a policy “to protect native wildlife from predation, disease and other impacts presented by feral and free-ranging cats” (Attachment #7). FWC has changed their position since the 2013 assessment of TNVR programs to clarify that their policy “does not call for the FWC to kill cats, nor does it outlaw the practice of Trap-Neuter-Release.” Many wildlife advocacy groups such as the National Audubon Society and the American Bird Conservancy among others continue to oppose TNVR programs.

Even with the health and wildlife issues aside, the UF assessment recognizes the need for a comprehensive community-based approach to implementing a Community Cat Program. The community needs to have a high volume spay/neuter clinic, strong partnerships between animal advocacy groups, and community support for the program to be successful. While the community has strong partnerships between animal advocacy groups there is not a high volume spay/neuter clinic available and support for such a program remains fragmented. In addition, such a program would be most successful if implemented by the City and the County simultaneously.

Animal Control supports the exploration of approaches of controlling the at-large cat population in the County through more humane and effective methods but does not support the implementation of community-wide TNVR without further assessment, the community resources necessary to be successful and having an effective program in place to assist the numerous citizens who complain about nuisance cats in the County. Animal Control will continue to work closely with local community partners such as South East Community Cat Alliance and It’s Meow or Never to help provide residents with alternatives to bringing cats to the ASC.

### *Conclusion*

The UF assessment provides valuable suggestions for improving efficiencies in the daily operations of the ASC that may increase live release rates and decrease animal intakes at the ASC. The County and the City have a long-term cooperative relationship regarding animal sheltering activities in the community and Animal Control is committed to assisting the ASC whenever possible. The assessment further points out the importance of continuing to engage community stakeholders and animal advocacy groups to further improve conditions for animals and citizens. The assessment recommends the consolidation of City and County Animal Control, an initiative which the Board has previously supported, and staff continues to work towards achieving.

At this time staff does not support the adoption of a community-wide TNVR program. Staff will continue to work with the City, animal advocacy groups and community stakeholders in evaluating the implementation of alternative approaches to handling at-large cats in the community. When appropriate, staff will bring any necessary Animal Control Ordinance and/or policy amendments to the Board for the consideration of adopting such programs.

**Options:**

1. Accept the report on the Tallahassee Animal Services Shelter Operational Assessment (Attachment #1).
2. Do not accept the report on the Tallahassee Animal Services Shelter Operational Assessment.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. University of Florida Assessment of the Tallahassee Animal Services Shelter
2. Tallahassee – Leon County Animal Service Center Interlocal Agreement
3. Team Shelter USA Community Cat Program Flyer
4. March 2019 *Frontiers in Veterinary Science* Article
5. Florida Department of Health Rabies Advisory Committee Position Statements
6. US Department of Health and Human Services Study on TNR
7. Florida Fish and Wildlife Conservation Commission Feral Cat Position

# Tallahassee Animal Services Shelter Assessment January 22-25, 2018



Maddie's Fund

Team Shelter USA, LLC in collaboration with the  
University of Florida Maddie's Shelter Medicine Program

The University of Florida Shelter Medicine Assessment Team awarded Tallahassee Animal Services a pro bono community and shelter assessment with an onsite visit the week of January 21, 2019. The team appreciates the willingness of the shelter director to improve the operation.

Core Best Practice recommendations in this report are research based and shared by all reputable national organizations such as the Association of Shelter Veterinarians, National Animal Control Association, Humane Society of the United States, ASPCA, the Million Cat Challenge and Best Friends Animal Society. There are successful public shelter programs throughout the state of Florida and around the country proving Best Practice implementation is not only fiscally responsible but life-saving.

Research was done prior to the assessment that included the review of state, county and city laws, field and shelter statistics and available community services. On January 22, a Best Practice presentation was given and well attended by many area animal welfare organizations. During the visit, the team met with shelter leadership and staff, field service leadership for both the city and county, a variety of officials that included the assistant city manager, assistant county manager and several county commissioners.

The city of Tallahassee is doing a commendable job operating the shelter and city field services and the director responsible for all intake and outcome for shelter pets, but not provided with the authority over county field services. By definition, this has understandably led to conflict and increased workload for both the city and the county.

For these reasons, the recommendation is to move county field services under city leadership so all intake from the public and field services is under the purview of the shelter director. The county would continue to contribute 45% of the budget annually and continue to fund the existing 7 enforcement positions, however, there are recommendations in this report to reallocate that existing funding to provide sustainable resolution for constituents and eliminate waste for both the county and city. Until that time, recommendations in this report apply to both the city and the county unless otherwise indicated.

**DATA AND TRENDS**

**HISTORICAL LIVE RELEASE RATES**

Year	Dog Intake	Dog LRR	Cat Intake	Cat LRR	Combined LRR
2016	2,826	78.20%	2,398	61.88%	70.71%
2017	2,793	80.02%	2,677	66.38%	73.35%
2018	2,758	74.98%	2,581	63.73%	69.54%

Figure 1: Depicts the intake and live release rate for dogs and cats for the past 3 years. Live Release Rate percentage was calculated by dividing the live outcome number into the live intake number.

**LIVE RELEASE VERSUS EUTHANASIA OF DOGS AND CATS**

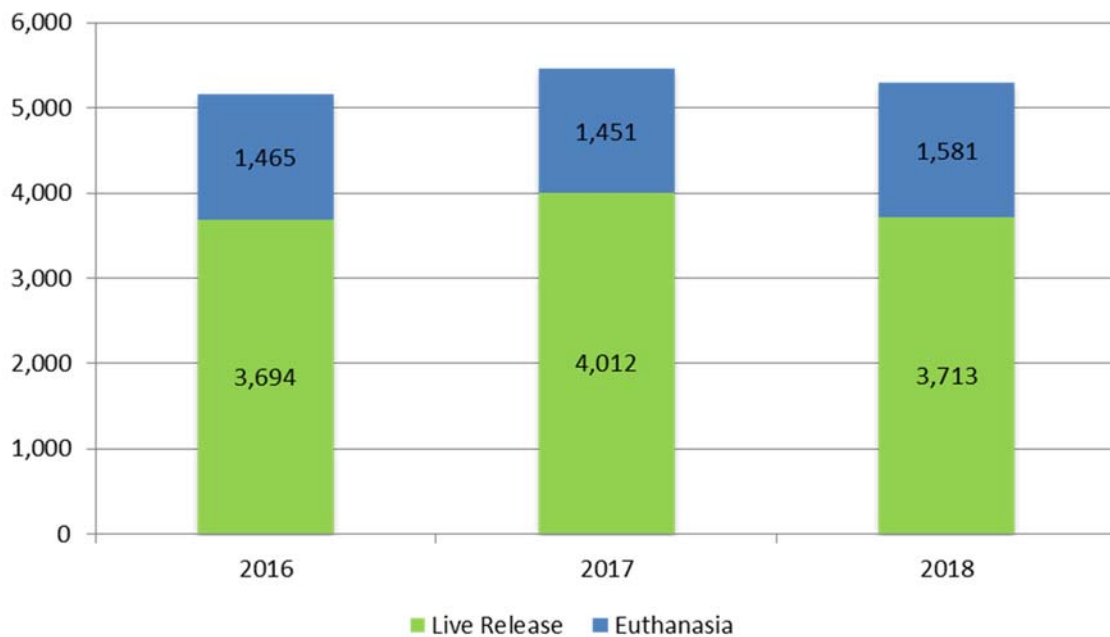


Figure 2: Depicts the relative stability of both live release and euthanasia of dogs and cats over the past 3 years



### LIVE RELEASE VERSUS EUTHANASIA OF CATS

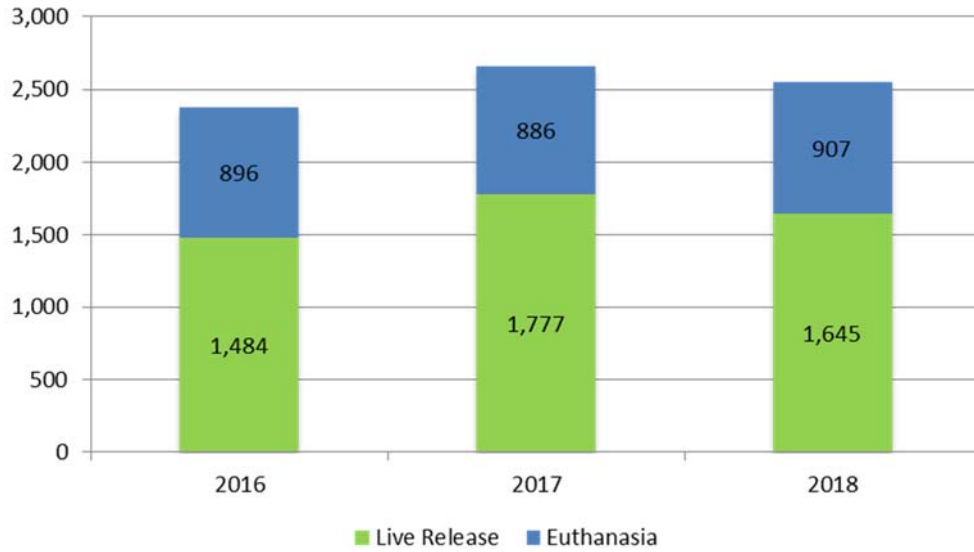


Figure 3: Depicts the relative stability of both live release and euthanasia of cats over the past 3 years

### LIVE RELEASE VERSUS EUTHANASIA OF DOGS

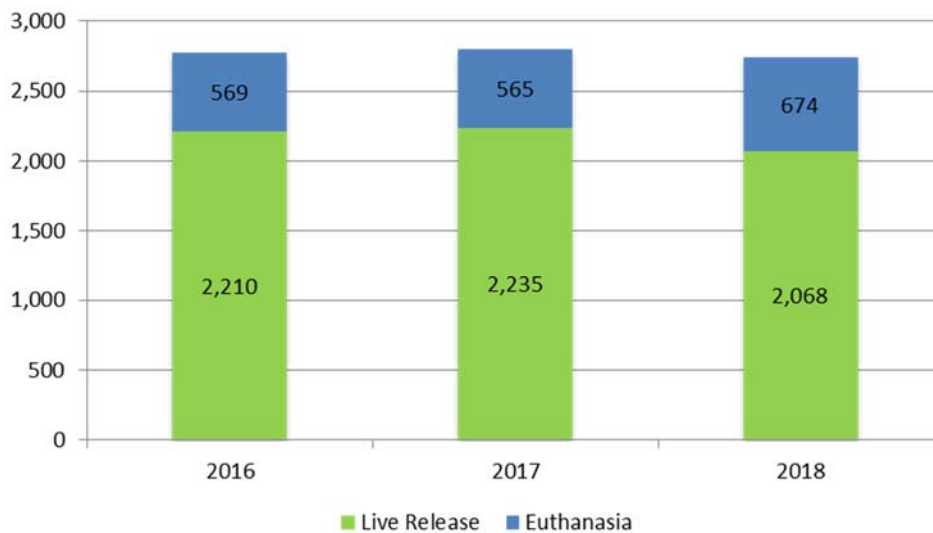


Figure 4: Depicts the relative stability of both live release and euthanasia of dogs over the past 3 years

### **Positives**

- City uses Chameleon software, considered Gold Standard

### **Opportunities for Improvement**

- With productive decrease of shelter intake and proactive live outcome programs, eliminate euthanasia as population control and exceed 90% save rate (assumes a euthanasia pool of large dangerous dogs unsafe to rehabilitate and medical cases beyond hope)
- Use stable trends over the last 3 years as evidence that programming needs to change to achieve desired results of productively decreasing intake and euthanasia rates
- Eliminate double work for county animal control officers and use Chameleon shelter software exclusively as opposed to entering information in Pet Point followed by entering the same information in Chameleon (county)
- Implement Return to Field program for cats that will decrease complaint calls and cat intake
- Increase number of pets transferred to rescue partners (city)
- Create formal Safety Net program to decrease owner surrenders (city/collaboration)
- Create Good Samaritan Foster Care Ambassador program that will reserve shelter space for victims of cruelty, neglect or abandonment and dangerous dogs and/or pets with no other options (city)

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## **PUBLIC POLICY: CITY**

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### **Positives**

- Provisions for community cats
- No stray hold for puppies and kittens

### **Opportunities for Improvement** (redline document attached separately with recommendations)

- Because the vast majority of dogs are reunited with their families within 3 days, reduce the stray hold for dogs to 3 days to live outcome
- Coordinate timing of revisions with county so messaging is consistent
- Exempt visually healthy community cats from impoundment

- Do not include community cats from feeding ban of feral animals and replace 'feral animals' with 'wildlife'
- Add language to incentivize sterilization and rabies vaccination for return to owner dogs

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## **PUBLIC POLICY: COUNTY**

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### **Positives**

- City ordinance revisions pertaining to the shelter operation automatically reflected in county code
- Codification of tethering

### **Opportunities for Improvement** (redline document attached separately with recommendations)

- Define and create provisions for community cats and responsible feeding
- Remove definition of feral cat as a nuisance
- Replace prohibiting the feeding of 'feral' animals with 'wildlife'
- Coordinate timing of revisions with city
- Provide incentive for sterilization and rabies vaccination for return to owner dogs
- Eliminate requirement for any cat to wear a rabies tag on a collar as this is not a practical request

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## **TARGETED SPAY/NEUTER IN THE COMMUNITY**

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### **Positives**

- Animal Shelter Foundation working on creating high volume spay/neuter clinic
- Several non-profits in community raising money for low cost spay/neuter that includes heavily subsidized surgeries for pets belonging to low income families as well as community cat trap/neuter/return programs

### **Opportunities for Improvement**

- Subsidize target groups of pets that will decrease the number of unwanted births and therefore productively reduce shelter intake
  - Create budget for targeted spay/neuter surgeries for at least 1,500 cats and 1,500 dogs belonging to qualified socioeconomically disadvantaged pet owners

- annually (may be on government assistance or 250% of poverty level such as students and retirees)
- Coordinate work with area non-profit groups such as Be the Solution, already providing subsidized surgeries to qualified low income residents with a \$5 copay
  - Create budget for target groups such as large breed dogs, pets/community cats from high intake areas
  - If using private veterinarians as Service Providers, ensure no upcharges to qualified client for pregnant, in heat, pain medications, etc.

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## SAFETY NET

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### Positives

- Have kitten kits ready
- Loan crates to pet owners when needed
- Many non-profits in community working independently to find alternatives to shelter intake for pets

### Opportunities for Improvement

- Create and coordinate a formal Safety Net program with all area non-profits that includes a community wide hotline with call back service managed by trained volunteers
- Require appointments for owner surrenders while helping owner link to needed resources
- Schedule owner surrender appointment with lag time of 14 days while identifying an alternative to shelter intake
- Add page to website helping citizens understand surrender process and services available to assist. Some samples from other municipal shelters include:
  - BARCS (Baltimore, MD) <https://barcs.org/programs/surrendering-pet/>
  - Animal Care & Control Team of Philadelphia (Philadelphia, PA) <http://www.acctphilly.org/programs/considering-surrendering-your-pet/>
  - Greenville County Animal Control (Greenville, SC) <https://www.greenvillecounty.org/ACS/SurrenderYourPet.aspx>
- Utilize home-home.org website and train key volunteers to post pets
- When post pet to home-home.org, offer no or lost cost spay/neuter but do not require it

- Market home-home.org as an adoption avenue and encourage other area adoption agencies to do the same
- Create palm card for Safety Net that animal control officers (ACOs) have available in their vehicles

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## FOSTER CARE

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### Positives

- Foster Care program in place
- 146 foster volunteers
- Closed Facebook page for foster group communication
- Foster kittens return daily for adoption opportunities, placed in lobby

### Opportunities for Improvement

- Streamline foster care program
- Create informational brochure and protocols for Foster Care Ambassadors and provide hard copies at time of fostering, include information online for fosters that include Frequently Asked Questions
- Incentivize Good Samaritans at the point of intake and provide supplies, vaccine series and spay/neuter, especially for large breed dogs to prevent their intake and subsequent increased length of stay turning them into Foster Care Ambassadors

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## RETURN TO FIELD

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### Positives

- Ample surgery capacity at shelter with current resources
- City and therefore county ordinance with no stray hold for cats to live outcome
- City ordinance allows for community cat program
- City leadership, Assistant County Manager and several county commissioners supportive of Return to Field program when discussed during onsite visit

### Opportunities for Improvement

- Create community cat brochure (attachment 1)

- Have all field staff, shelter staff and dispatch watch Community Cat webinar [https://youtu.be/\\_XVfJ2IbWYA](https://youtu.be/_XVfJ2IbWYA)
- Educate all elected and appointed officials regarding Return to Field program prior to any ordinance revisions (attachment 2)
- Have intake staff ask Good Samaritan to pick up the cat the day after surgery and return them to their home location
- Have ACOs or other staff person return cat to *their original location* the day after surgery
- House eligible cats in Stray, Healthy Hold Room and if feral, provide a feral den

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## ENFORCEMENT

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### Positives

- Overnights and weekends reserved for emergencies only
- Great potential to streamline enforcement for both the city and the county if county ACOs were moved under city shelter leadership
- Professional palm cards on a wide variety of topics used to educate constituents

### Opportunities for Improvement

- Ordinance revisions (see Public Policy)
- Provide sustainable resolution regarding community cats with Return to Field program
- Potential to focus on true public and animal safety issues
- Reserve weekends for intake of emergency animals only
- Have county ACOs work solely in Chameleon instead of duplicating work in Pet Point

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## SHELTER ADMISSION

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### Positives

- Drop boxes reserved for police only
- Wait Until 8 program in place
- Separate entrance for intake

### Opportunities for Improvement

- Create visual barrier around drop boxes such as lattice fencing with opening on the far left side out of sight of citizens as they approach the front door
- Safety Net, Return to Field, Good Samaritan Foster Care Ambassador program
- Hang Wait Until 8 poster in lobby and have brochures on hand for Good Samaritans (alleycat.org)

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## INTAKE PROTOCOLS FOR PETS

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### Positives

- Appropriate preventive care given at time of intake
- Already have separate intake areas for dogs and cats
- Clear protocols for staff posted near computer in intake room

### Opportunities for Improvement

- Teach intake staff to do full physical including auscultation of the heart
- Post stray pets on website, social media, PetHarbor in real time
- Use separate intake spaces for canines and felines
- Discontinue use of formal behavior temperament tests and instead record behaviors (positive and negative) in Chameleon record in order to make the best match or provide closure for a pet (<https://www.asPCA.org/about-us/asPCA-policy-and-position-statements/position-statement-shelter-dog-behavior-assessments>)

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## SURGERY

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### Positives

- Ample staff for current and potential surgery load with additional community cats (based on a 90% save rate for 5,300 pets a year, average surgery day would be 15 pets per day)
- 2 full time veterinarians
- Recent addition of 2 technicians so now 4 full time
- Active 'Vet Team Volunteer Program' which provides additional help in surgery
- Surgery 6 days a week
- Adopted pets go home at the end of the surgery day

### Opportunities for Improvement

- Teach intake staff to do full physical so any concerns addressed by a veterinarian before the surgery day so no physical needs to be done on the morning of surgery
- Create surgery list the day before, draw drugs up, package for each pet and place in safe
- Schedule pre-adoption surgery to avoid increase in length of stay while they wait for surgery after adoption
- Utilize cage banks in other rooms for surgery cats (holding and recovery)
  - Move Iso to current Skinny Cat Room
  - Put candidates for Skinny Cat Room in adoption and work with adopter if medical problem
  - Use current Iso for surgery patients available for adoption (could add bank with smaller cages in place of several condos since housed only for surgery day)
  - Use current Stray Healthy Hold for community cats pending surgery and return
- Add cages/crates in hallway outside of surgery for dogs (holding and recovery)
- Place pets back in kennel once recovered
- Streamline Return to Field program:
  - Do community cats last since they will stay overnight
  - Use feral dens for fractious community cats in Stray Healthy Hold cages with food/water/litter
- Use antisedan to reverse pets
- Tattoo all surgery patients including males
- Schedule 1 veterinarian in surgery per day so both tables utilized and no down time for surgeon waiting between patients
- Block surgery time from 9am to 3pm with a lunchbreak in between
- Schedule dogs in the morning, break for lunch, then schedule cats in the afternoon so not co-housed

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## TEAM ROUNDS

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### Positives

- Individual staff doing rounds
- Designated staff for medical, rescue and foster
- Potential to use Chameleon bar codes



### Opportunities

- Create a live outcome team to do Team Rounds daily that includes medical, adoption, rescue and foster care staff
- Create Team Rounds system to identify needs of individual pets and delegate to appropriate staff for follow up the next day (Team Rounds should take no longer than a 20-minute walk through)
- Work with IT department to install Wifi boosters so can utilize Chameleon bar code system for population management

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## SANITATION

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### Positives

- Use Rescue to sanitize dog and cat spaces
- Using automated dilution for dogs
- Double sided dog runs
- Cat cages with compartments

### Opportunities

- Ensure a minimum of 5 minute contact time with Rescue
- Spot clean cats daily while keeping as many items with them that are not soiled such as toys and beds
- Reserve using Rescue to disinfect cat cages until cat leaves permanently
- Ensure spot cleaning done for each pet throughout the day, 7 days a week
- Ensure OPS/temp positions are trained properly regarding sanitation protocols and routinely checked for quality control until part or full time staff can be added
- In lieu of OPS/temp positions, create part or full time positions and rotate staff through sanitation and spot cleaning to create one cohesive team
- Ensure vehicles sanitized appropriately

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## HOURS OF OPERATION

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### Positives

- Open weekends until 5:00pm and until 6:30pm Tuesday through Friday

### Opportunities for Improvement

- Close to the public 30 minutes *after* building closes as opposed to 30 minutes prior and adjust staff schedules accordingly
- Open Mondays
- Reserve weekends for live outcome so no intake from public and reserve enforcement for emergencies only

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## ADOPTION

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### Positives

- Informative Pet Pal Packet for adopters
- Low adoption fees for dogs and cats
- 24/7 offsite cat adoptions at two Petco locations
- Open evening hours Tuesday through Friday and open weekends

### Opportunities for Improvement

- Open Mondays for live outcome
- Allow for Open Selection – allow public to view all animals for adoption even if they are on their stray hold (exceptions include dangerous dogs, bite quarantine and court cases)
- Implement open conversational adoptions and require that all staff and volunteers read *Adopters Welcome* guidelines
- Watch webinar about open conversational adoption: <https://youtu.be/TAYAoqjDH4o>
- Discontinue:
  - Checking landlords
  - Recommending family dogs visit potential new dog at shelter
  - Veterinary history check
- Add post adoption support, check in with adopter via email or telephone call within 2 days of adoption to help pet assimilate into home (enlist and train volunteers to do adoption support)

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## RESCUE TRANSFER

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### Positives

- Great life-saving potential to increase the number of pets transferred to rescue partners

### Opportunities for Improvement

- Proactively reach out to transfer partners in and around Leon County
- Invite rescues to visit the shelter for a tour so they feel connected to the animals in your shelter and build relationships with staff
- Ensure streamlined process for holds and pick up by using Postmaster add on in Chameleon

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## VOLUNTEER PROGRAM

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### Positives

- Designated volunteer coordinator
- Use Volgistics to track hours of volunteers
- Interest in community to help shelter pets

### Opportunities for Improvement

- Streamline orientation and training process to expedite the process
- Create orientation video so potential volunteers can help in the shelter without delay
- Create Survey Monkey questionnaire for volunteers no longer volunteering to identify any issues that may require attention
- Allow all volunteers on Mondays when shelter is closed

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## FEEDING/ENRICHMENT

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### Positives

- Double sided dog runs
- Compartmentalized condos for cats so litter separate from food, water and bed
- Ample freezer size so volunteers can freeze treats/food inside Kong toys

### Opportunities for Improvement~Canines

- Feed adult dogs twice daily, mix canned food in with the dry
- Feed puppies, kittens, nursing moms and undernourished pets 3 times per day
- Provide kennel enrichment to all shelter pets whether they are in stray/enforcement hold or adoptions
- Add treat cups to each dog kennel including the 'stray hold' side and fill with dog treats (large biscuits can be broken up to be used which is also an excellent Wish List item for the public to donate)
- Join shelter Kong donation program and add indestructible toys that can be disinfected to the Wish List
- Allow for friendly dogs on the stray hold side to participate in walks and playgroups
- Ensure all dogs have play group time daily (or if not compatible, walks)
- Sign up for 'Adopt A Cat Scratch 'n Bits' donation program with Imperial Cat and promote link so public can purchase boxes of these scratchers:  
<http://www.imperialcat.com/giveback.php>
- Provide cats and kittens with toys such as ping pong balls

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### SUMMARY

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The assessment team is highly encouraged by the continued progress of Tallahassee Animal Services and willingness of both city and county leadership to implement fiscally responsible proven Best Practices. Some recommendations will generate cost savings while others will require funding, but most can be accomplished by reallocating existing resources and building upon public/private partnerships.

The assessment team is available to continue providing guidance and assistance for officials and leadership and anxious to assist with the updating of local ordinances. The team has also provided networking opportunities with progressive shelter leaders and looks forward to helping the city of Tallahassee and Leon County become a leader and model in animal welfare.

**TALLAHASSEE-LEON COUNTY ANIMAL  
SERVICE CENTER AGREEMENT**

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of April, 2014, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as "City" and LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County."

WHEREAS, the City owns and operates the Tallahassee-Leon County Animal Service Center, hereinafter referred to as "Center"; and

WHEREAS, the Center provides boarding, medical, and adoption services for lost or abandoned animals and provides impoundment services for dangerous or aggressive animals; and

WHEREAS, the County desires to utilize the services provided by the City at the Center for lost, abandoned, dangerous or aggressive, quarantined, or seized animals picked-up by the County;

WHEREAS, the County recognizes that the Center is a community facility providing for the public health and safety of all citizens in Leon County;

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

1.0 Term. The term of the Agreement shall commence on October 1, 2013 and shall end on September 30, 2018. After the initial term, this Agreement shall be automatically extended for up to four (4) additional five (5) year term(s) upon the same terms and conditions set forth herein and inclusive of properly executed amendments hereto, unless a written notice of intent not to extend is provided by either party at least 270 days prior to the expiration of a term.

2.0 Scope of Services. City shall provide the following services:

2.1 City shall shelter, handle, care for, and dispose of all animals in accordance with professionally recognized standards of humane treatment and provide staffing for all kennel services, administrative services, volunteer coordination, adoption or owner notification services, and humane education.

2.2 City agrees to receive and impound all small, domesticated animals brought to the Center by the County, except for livestock as defined in Section 4-2, City of Tallahassee Code. The City shall make the Center available for receiving animals impounded by the County on a 24-hour per day, 7-day a week basis. The City shall require that sufficient

personnel be on duty and equipment be on hand for the purpose of receiving animal during normal business hours and shall provide the County access to the Center after normal business hours.

2.3 City shall keep healthy stray and confiscated impounded animals for a time period to be established in the Center's Standard Operating Procedures (SOPs), to be established pursuant to Section 2.8 of this Agreement. During that time, the City will make a reasonable attempt to notify the owners, if known, of the impounded animals. After the holding time expires, or immediately in the case of an owner surrendered animal, the City may release the animal to foster care services, transfer the animal to another organization, place the animal for adoption, or euthanize the animal. The City will provide for the disposal of all euthanized animals. Quarantined animals shall be maintained as required by Sec. 767.13, Florida Statutes, as same may be amended from time to time; animals seized pursuant to Sec. 828, Florida Statutes, shall be impounded pursuant to the terms of that statute, as same may be amended from time to time.

2.4 City shall arrange medical treatment or euthanasia for all impounded animals. Animals that are ill or injured may be euthanized in accordance with Sec. 828.05, Florida Statutes and the Center's SOPs. If a County animal control unit is available, the County will provide reasonable assistance in transporting impounded animals for veterinarian services.

2.5 City will provide quarantine facilities for animals known as or suspected to be rabies carriers and for bite cases. Quarantine shall be provided in accordance with Section 767.13, Florida Statutes and F.A.C. 64- D. If a Florida licensed veterinarian determines that an animal currently in rabies quarantine must be euthanized before the expiration of the required quarantine period, or if said animal dies before the expiration of quarantine period, the remains of the animal will be held for the County to initiate rabies testing. In the case of euthanasia, the veterinarian must document the reason for the euthanasia and the City will provide such documentation to the County. The City will dispose of the animal remains.

2.6 City may place animals released from quarantine and not claimed by their owners up for foster care, adoption, transfer them to another organizations, or euthanize the animal in accordance with Section 2.3 of this Agreement. Animals involved in unprovoked biting, attacking or endangering of people or domestic animals shall not be released for foster care or adoption.

2.7 All fees and revenues received by the Center shall be deposited in discrete revenue accounts and used to determine year-end verification of revenues and expenditures in accordance with Section 4.4 of this Agreement.

2.8 Within 6 months of the execution this Agreement by both parties, the City shall establish written Standard Operating Procedures (SOPs) to govern Center operations. The SOPs will include provisions to establish fees, hold times, and required documentation. The City will provide draft SOPs to the County for approval, which shall not be unreasonably withheld. Any changes to the SOPs will be provided in writing to the County within five (5) business days of the effective date of the change. The SOPs will govern shelter use by both City and County. The City shall provide any training necessary to support the SOPs.

3.0 County Responsibilities. County shall provide the following services:

3.1 County will maintain a rabies control program, as mandated by Chapter 64D-3, Florida Administrative Code, and Chapter 4, Code of Laws of Leon County, within the corporate and unincorporated areas of the county.

3.2 County shall maintain responsibility for the supervision of County Animal Control Officers within the unincorporated area and within the City limits when investigating bite reports for rabies control purposes. However, all County Animal Control Officers will adhere to Center SOPs adopted pursuant to Section 2.8 of this Agreement when leaving an animal at the Center. Animal Control Officers will not be expected to provide care services other than watering and feeding animals that they bring to the shelter. The County will provide complete and accurate impoundment data to the animal shelter.

4.0 Fees for Services. The City and County agree to share in the costs for kennel services, administrative services, adoption services, volunteer coordination, owner notification services, facilities management, and humane education services to be provided at the Center.

4.1 The costs will be shared on a 45% (County) / 55% (City) basis for the term of this contract. The cost share allocation will be reviewed at the expiration of each five-year term to determine whether the allocation should be changed, based upon an average of the proportionate costs over the five-year term.

4.2 By May 15 of each year, the City will provide the County with a proposed operating budget for the next fiscal year. The proposed operating budget shall identify changes to current service levels. The County will be given an opportunity to review service level changes and to provide input on these changes as part of the annual budget process. As part of the annual budget process, the City Manager and County Administrator, or their designees, shall mutually agree on proposed service level changes to be submitted for funding to their respective governing bodies. Funding increases not exceeding 4% of the previous year's approved budget shall be considered current service level and shall not require County concurrence to be funded. The County will not unreasonably withhold approval of the proposed operating budget.

4.3 The County's proportionate cost share shall be paid quarterly during each fiscal year based on the agreed upon costs for kennel services, administrative services, adoption services, volunteer coordination, owner notification services and humane education provided at the Center. The County shall remit payment within ten (10) days following the first day of each quarter of the fiscal year. The amount of the County's payment will be limited to the amount of the adopted operating budget plus capital costs, pursuant to this Agreement. Payment for expenditures totaling in excess of 5% of the approved budget amount shall be contingent upon County consent to such expenditures.

4.4 At the end of each fiscal year, there shall be verification of actual costs. The actual cost shall be adjusted for revenues received by the Center, excluding fees paid by the County under this Agreement. Any County over or under payment shall be carried over as an increase or decrease in the payment for the following fiscal year. Such true-up will be made no later than December 1 following the close of the fiscal year and will adjust the payment due on January 1.

4.5 The payment for Fiscal Year 2014 shall be retroactive to October 1, 2013 and County shall receive credit for any payments made from that date until the signing of the Agreement.

4.6 The City agrees to maintain a five-year capital improvement plan and the County agrees to share in the cost of proposed capital improvements as well as any emergency capital repairs to the Center on an equal basis. By May 15 of each year, as part of the annual budget, the City shall provide a proposed five-year capital improvement plan to the County. The City Manager and County Administrator, or their designees, shall mutually agree on the proposed five-year capital improvement plan to be submitted for funding to their respective governing bodies. Emergency repairs to the facility shall be accomplished in accord with industry standards.

#### 5.0 Miscellaneous Provisions:

5.1 Cancellations. This Agreement may be canceled by either party with or without cause by 270 days prior written notice to the other party. Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and credits incurred or accrued through and including the last effective day of the term of this Agreement. However, should the impoundment of an animal extend beyond the Agreement period, the County shall be responsible for all boarding fees at the rate charged to the general public, medical fees, and disposal fees in the event the animal is euthanized.

5.2 Records. County may review financial accounts and records maintained by the City in connection with the services provided herein. The County will provide authorization for



the City to access the County's animal control records maintained on Petpoint, or successor software.

5.3 Animal Shelter Management Information System. County shall be allowed remote access to the Center's automated information system. County shall be responsible for procuring terminals and related equipment, except that the City shall allow the County access to one computer terminal at the Center.

5.4 Subject to Appropriation. The performance by each party of its obligations under this Agreement shall be subject to and contingent upon the appropriations of available funds or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. In the event the County ceases to pay its financial obligations as required in this Agreement, the City will discontinue all services as detailed herein.

5.5 Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

5.6 Indemnification. To the extent allowed by the Laws of Florida, each party hereby agrees to indemnify, defend, save, and hold harmless the other party from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent act or occurrence, omission, or commission, by its agents, or employees. It is specifically understood and agreed by each party that this indemnification clause does not cover or indemnify a party as a result of its own negligence. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to the parties.

5.7 Amendment. Any amendments to this Agreement shall be in writing, executed by both parties.

## 6.0 Conflict Resolution Procedure

6.1 The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

6.2 Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties,

they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

6.3 If a dispute is not resolved by the foregoing steps within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

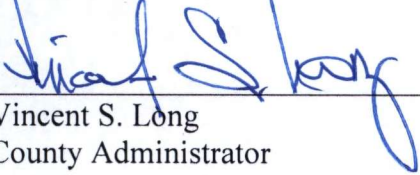
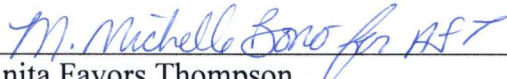
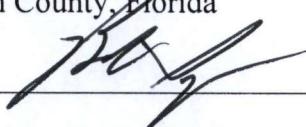

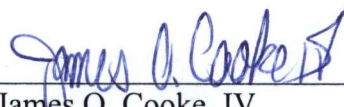
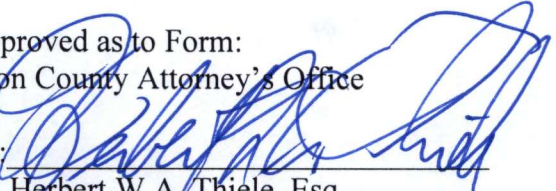
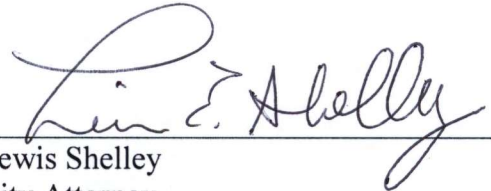
6.4 If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

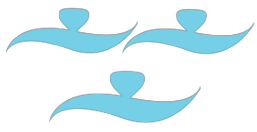
a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

b. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first written above.

LEON COUNTY, FLORIDA	CITY OF TALLAHASSEE
<p>By:             Vincent S. Long            County Administrator</p>	<p>By:             Anita Favors Thompson            City Manager</p>
<p>ATTEST:            Bob Inzer, Clerk of the Court            Leon County, Florida</p> <p>By: </p> 	<p>By:             James O. Cooke, IV            City Treasurer-Clerk</p>
<p>Approved as to Form:            Leon County Attorney's Office</p> <p>By:             Herbert W.A. Thiele, Esq.            County Attorney</p>	<p>By:             Lewis Shelley            City Attorney</p>



## Community Cat Programs

### Definition: Return to Field

In lieu of shelter intake for any community cat (friendly or feral) brought to the shelter, spay/neuter/ear tip/rabies vaccinate and return to original home location where the cat was cared for and not in need of intervention

### Definition: Trap Neuter Return

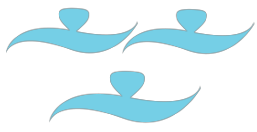
Proactively humanely trapping or transporting a community cat (friendly or feral) for spay/neuter/ear tip/rabies vaccination and returning them to their original home location where cat was cared for and not in need of intervention or at risk of entering a shelter

### Basic Community Cat Facts

- Most community cats are friendly
- Many cat owners allow their cats access to the outdoors and are not lost, yet there is a societal misconception that taking cats to a shelter who are perceived as lost will lead to reunification
- According to the ASPCA, less than 2% of shelter cats perceived as stray are reunited with their owner through a shelter each year
- Studies show that cats are up to 13 times more likely to find their way home or find another home from the street versus a shelter
- Though feral cats make up only a small percentage of overall community cats, they generate the most enforcement complaints because of the behaviors associated with being intact and reproducing unchecked
- Trap and shelter and/or euthanize has not historically decreased the number of community cats or shelter intake of cats
- Though Return to Field and/or Trap Neuter Return have been happening for decades, the Center for Disease Control reported in 2015 that the incidence of rabies in cats has decreased

### Benefits of Return to Field and Trap Neuter Return for the Community

- An overwhelming percentage of Americans do not agree with euthanasia for population control
- Increased community immunity of rabies
- Less community cats, colony prevention and/or stabilization so less wildlife and people negatively impacted



- Eliminate behaviors associated with mating that generate complaints therefore decrease enforcement complaints

**Benefits of Return to Field and Trap Neuter Return for the Shelter**

- Finite space in a public or private shelter reserved for pets with no other options
- Drastic decrease in cat intake and therefore decrease risk of overcrowding, infectious disease, euthanasia, etc.
- Savings in costs of care and ability to create proactive programs, especially for dogs
- Reduced competition and lower lengths of stay for cats that do enter the adoption program
- Reduced risk of compassion fatigue for people

**Samples of Effective Community Cat Programs**

**Jacksonville Animal Care and Protective Services - Jacksonville, FL  
Cat Intake and Outcome**

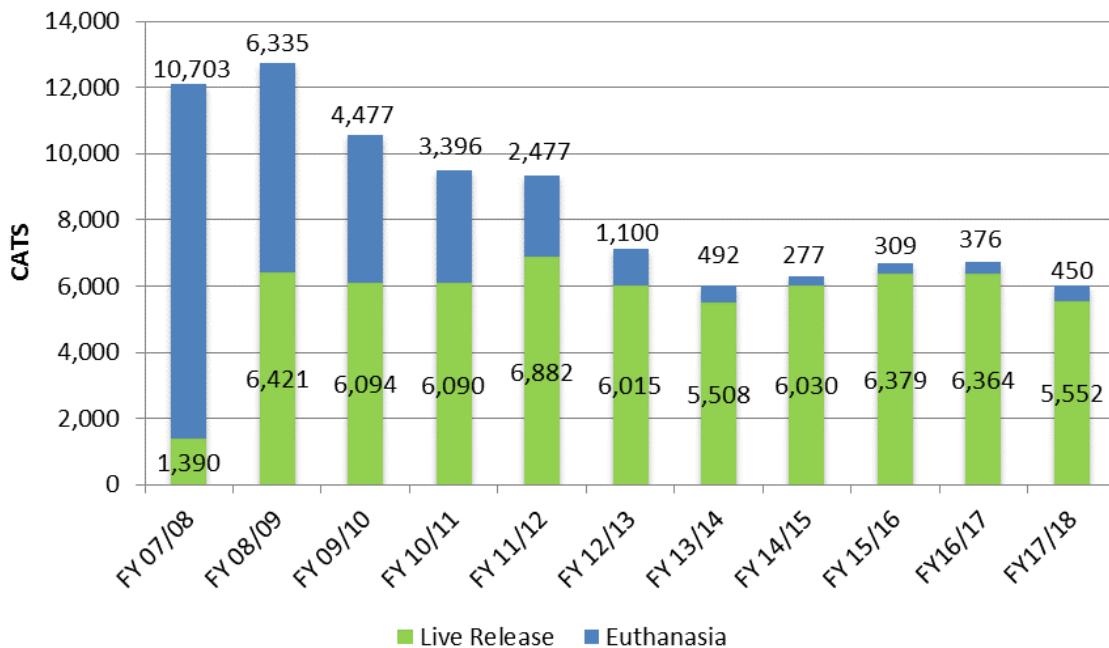
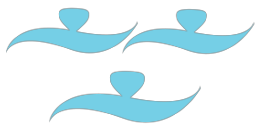


Figure 1: Shows the decrease of cat intake and euthanasia numbers after Feral Freedom (the Return to Field program) was implemented in August 2008



### Brevard County Sheriff's Office, Animal Services – Melbourne, FL Cat Intake and Outcome

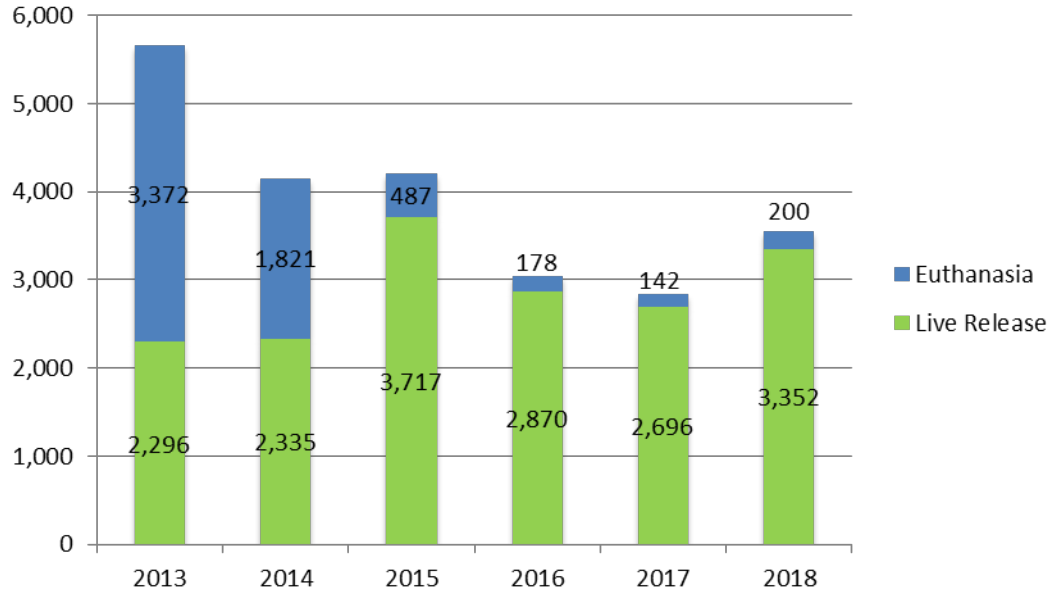


Figure 2: Depicts the dramatic decrease of cat euthanasia percentage after Return to Field was implemented in April 2015

### Huntsville Animal Services – Huntsville, AL Cat Intake and Outcome

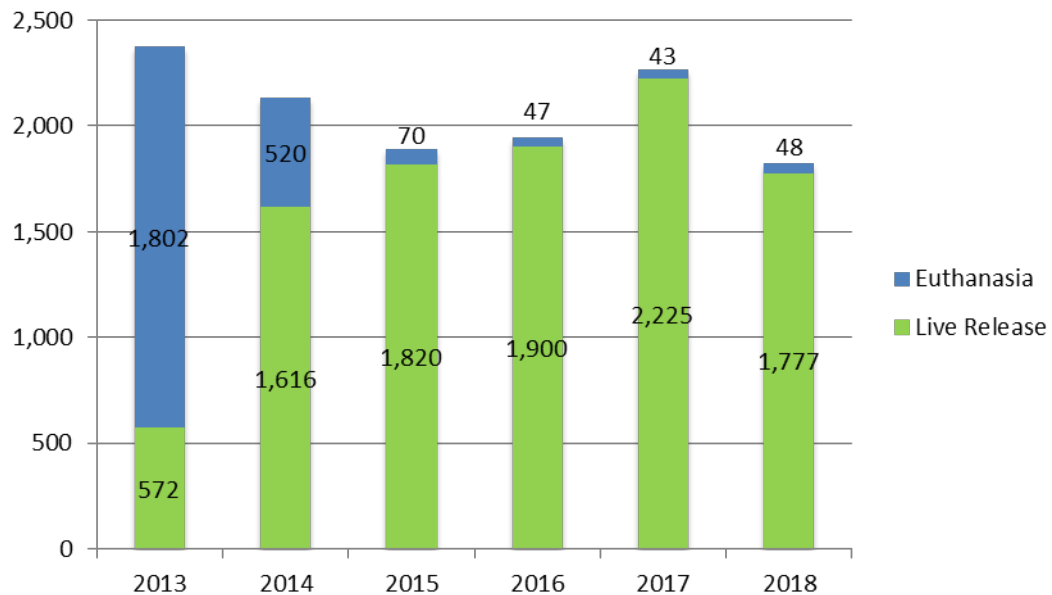
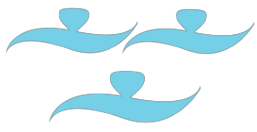


Figure 3: Depicts the dramatic decrease of cat euthanasia numbers after the Return to Field program was implemented in April 2014



### City of Waco Animal Services - Waco, TX Cat Intake and Outcome

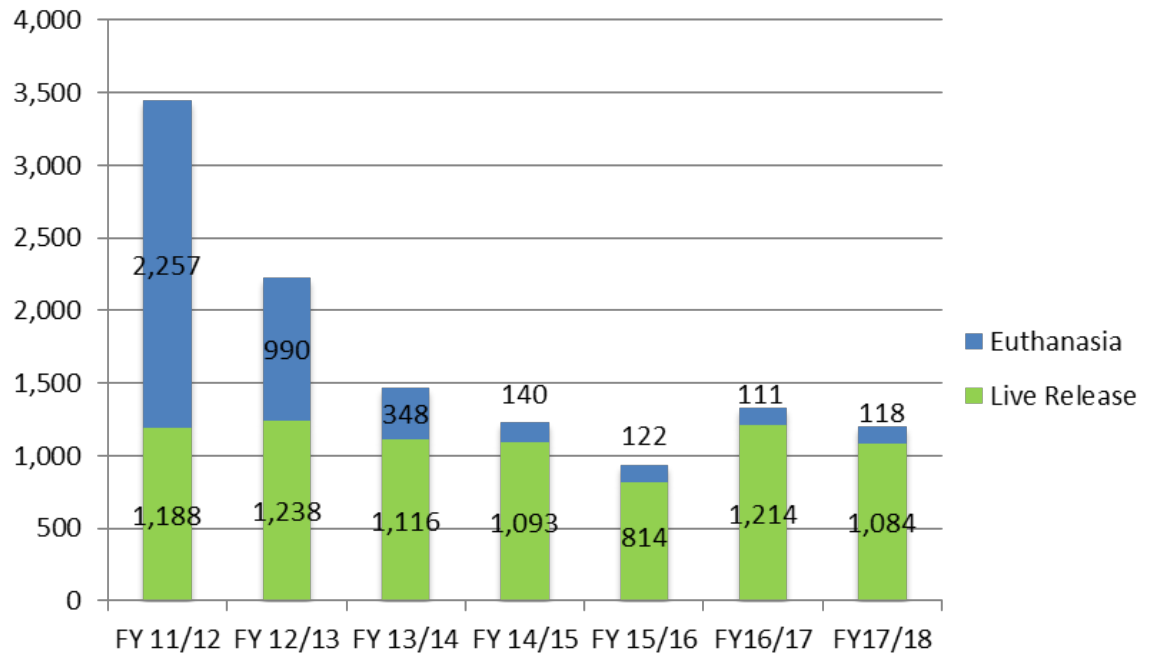


Figure 4: Shows the dramatic decrease of cat euthanasia numbers after the Return to Field program was implemented in the fall of 2013. Waco’s poverty rate was 30% when this program was implemented. The current poverty rate as of 2018 is 27.5%.

# Integrated Return-To-Field and Targeted Trap-Neuter-Vaccinate-Return Programs Result in Reductions of Feline Intake and Euthanasia at Six Municipal Animal Shelters

Daniel D. Spehar<sup>1</sup> and Peter J. Wolf<sup>2\*</sup>

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For decades, animal shelters in the U.S. have sought to reduce the number of cats that are impounded and euthanized. Since the 1990s, low-cost sterilization campaigns aimed at owned cats have achieved varying levels of success in meeting these objectives. Over a similar time period, the use of trap-neuter-vaccinate-return (TNVR), as a humane alternative to the lethal management of stray and feral cats, has proliferated. Because of the limited scope of many TNVR programs, the impacts of such efforts on shelter metrics have often proven difficult to measure. In the past decade, two new variants of TNVR, return-to-field (RTF) and high-impact targeting, have exhibited the capacity to contribute to significant reductions in shelter intake and euthanasia. The present study examines changes in feline intake and euthanasia, as well as impacts on associated metrics, at municipal shelters located in six diverse U.S. communities after integrated programs of RTF and targeted TNVR (collectively termed “community cat programs,” CCPs) were implemented. A total of 72,970 cats were enrolled in six 3-year CCPs, 71,311 of whom (98%) were sterilized, vaccinated, and returned to their location of capture or adopted. A median reduction of 32% in feline intake, as well as a median decline of 83% in feline euthanasia occurred across the six CCPs; median feline live-release rate increased by 53% as a result of these simultaneous declines in cat admissions and euthanasia. The integration of RTF and targeted TNVR protocols appears to result in greater feline intake and euthanasia reductions than programs lacking such an integrated approach.

**Keywords:** return-to-field (RTF), trap-neuter-vaccinate-return (TNVR), targeted TNVR, unowned free-roaming cats, community cat program (CCP), feline intake, feline euthanasia, animal sheltering

## INTRODUCTION

Unlike some countries (e.g., Italy), the U.S. has no national laws governing the management of free-roaming domestic cats; relevant local and state laws vary considerably. In addition, each animal shelter typically has its own relevant policies and guidelines. The focus of the present study is the impact of relevant policy changes—not the laws—regarding the admission and disposition of community cats following the implementation of innovative programs intended to humanely



manage the population of unowned, free-roaming cats (often referred to as “stray” or “feral,” terms typically used interchangeably in the U.S. and Canada, but referred to as “community cats” throughout this paper). The legal aspects of such programs have recently been taken up by others, including the American Bar Association (1, 2).

Open-admission shelters, facilities that generally accept any animal in need, including those with little chance of being rehomed due to issues of age, health, or temperament (3), are often either operated directly by municipalities or by private organizations under government contract. In recent decades, municipalities across the United States have expended substantial resources aimed at reducing the number of cats admitted to and euthanized at such shelters. Government-funded low-cost (or no-cost) sterilization campaigns, often focused on owned cats in underserved communities, have been associated with reductions in feline intake and euthanasia (4–6). Nevertheless, data going back to the 1990s from a number of states have revealed varying trends in these shelter metrics (7–9). A proliferation in the use of trap-neuter-vaccinate-return (TNVR) as a method of managing community cats has occurred over a similar time period. Declines in colony size associated with such programs (10–12), including the elimination of individual colonies (13, 14), and reduction (15) or elimination (16) of kitten births, have been documented. Nevertheless, because TNVR has been historically conducted on a limited scale, often at the colony level, the impact of such programs on the intake and euthanasia of cats at municipal shelters is unclear.

Two new, scaled-up variants of TNVR, high-impact targeting and return-to-field (RTF), have been developed over the past decade and appear to have transformative potential for reducing the intake and euthanasia of cats at municipal shelters. Targeted TNVR is a systematic approach whereby efforts to trap, sterilize, vaccinate, and return cats are concentrated in areas known to have a high-density of community cats; these targeted areas are also often a source of high feline intake at municipal shelters. RTF programs (sometimes called Feral Freedom or shelter-neuter-return, SNR) are similar in that they involve the sterilization, vaccination, and return of cats. However, these programs are shelter-based rather than community-based; RTF programs are essentially TNVR programs for cats designated as “strays” upon admission to the shelter (either brought by residents or impounded by enforcement staff). RTF programs are, like TNVR programs, implemented with the 2-fold aim of reducing (i) the number of cats who, either due to temperament or lack of shelter space, would otherwise likely be euthanized, and (ii) community cat populations (**Figure 1**). Significant reductions in the intake and euthanasia of cats from targeted areas have been observed at municipal shelters where high-impact targeted TNVR has been implemented (17, 18); shelters employing RTF programs have witnessed sharp, yet comparatively smaller, declines in both measures (19, 20).

In 2012, Best Friends Animal Society received more than \$1.6 million in grant funding from PetSmart Charities<sup>®</sup>, Inc. to begin partnering with municipal shelters across the country to initiate 3-year community cat programs (CCPs), which integrate both RTF and targeted TNVR (Total PetSmart Charities<sup>®</sup> funding

for the six CCPs described in this article was \$3.7 million; Best Friends funding was \$2.2 million). The CCPs have been generally modeled after the Feral Freedom program, the first large-scale RTF initiative in the U.S., established in 2008 in Jacksonville, Florida, where feline euthanasia was reduced by 92% over 6 years. An important distinction, however, is that the CCPs incorporate both RTF and targeted TNVR components from the onset, whereas in Jacksonville targeted TNVR was not added to RTF efforts until almost 3 years after program inception (20). In the case of the CCPs, targeted TNVR efforts were coordinated (and in large part executed) by Best Friends staff in collaboration with the partner shelters. An examination of one of the inaugural CCPs, in Albuquerque, New Mexico, revealed significant reductions in feline intake and euthanasia over the course of the program, as well as improvements in other associated metrics at the municipal shelter (21). Six CCPs had run to their scheduled conclusions as of year-end 2017. The present study, using various shelter metrics (e.g., feline intake, euthanasia, live-release rate [live outcomes divided by intake (22)], and dead cat collections) summarizes the results of these six CCPs and presents an analysis of the data.

## MATERIALS AND METHODS

The first two CCPs were initiated at municipal shelters in Albuquerque and San Antonio, Texas, in 2012, followed by the launching of programs at municipal shelters or facilities with municipal sheltering contracts in Baltimore, Maryland, in 2013 and Philadelphia, Pennsylvania, Tucson, Arizona, and Columbus, Georgia in 2014 (**Table 1**). Programs at each of these open-admission shelters were scheduled to run for 36 months; however, Baltimore, Philadelphia, Tucson, and Columbus were each extended for as many as 3 months because of surplus funds. For the purposes of this investigation, results from only the originally scheduled 3-year program period for each CCP was examined, whether or not the program was extended. In Albuquerque, as described elsewhere (21), a stepwise movement toward the adoption of TNVR as the preferred method of community cat management, including a year-long pilot RTF program at the municipal shelter, preceded the CCP. No formal shelter-based RTF or targeted TNVR initiatives took place prior to the initiation of the CCPs at the other locations.

All of the CCPs included integrated implementation of RTF and targeted TNVR components. In general, the RTF component of each CCP was structured so that the vast majority of healthy community cats brought to the shelter from anywhere within their respective service areas, including individuals who could be easily treated for minor injuries or illnesses, were enrolled in the program. Best Friends staff (the number of whom varied by program, but ranged between one and three), arranged for the cats to be sterilized either in-house (when a clinic was present on site) or at a local private high-quality, high-volume spay-neuter clinic. Best Friends personnel, or less frequently, trained volunteers, then returned the cats to the locations where they were trapped. Funding for San Antonio was limited to 14 zip codes; nonetheless, eligible cats brought to the shelter from outside of those zip codes were enrolled into the RTF program

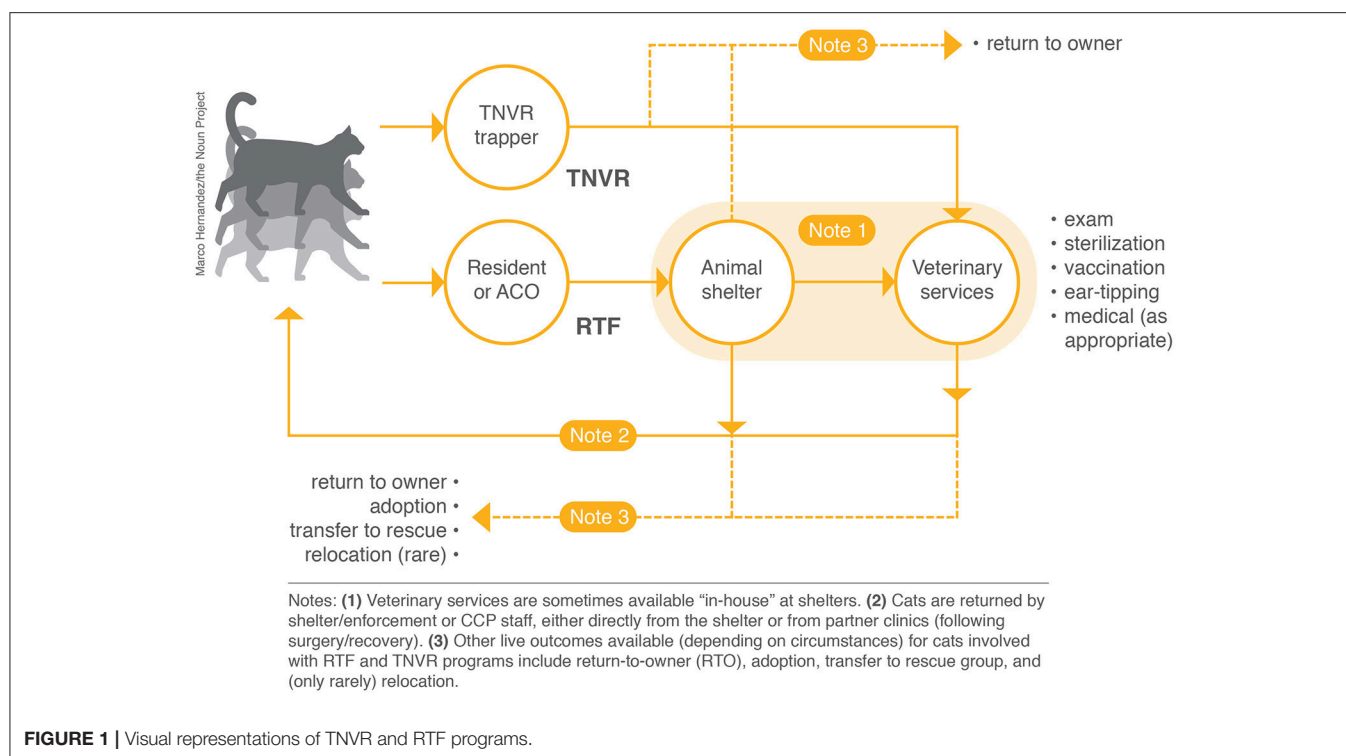


FIGURE 1 | Visual representations of TNVR and RTF programs.

and returned to locations of origin by Best Friends staff or volunteers until Program Year 2 when the city began paying for sterilization surgeries and assigning field services staff (often called animal control officers) the task of returning such cats. In Philadelphia, cats were returned to their location of capture by field services staff for the duration of the program.

Before being returned to the field, in addition to being sterilized, all CCP cats were ear-tipped and received vaccinations against rabies and rhinotracheitis/calicivirus/panleukopenia (FVRCP), as well as flea treatment and an antibiotic injection (cefovecin sodium, sold under the brand name Convenia®), as appropriate. General protocol called for all free-roaming cats without serious illness or injury to be returned to locations of capture after recovery from sterilization surgery; however, over time, as feline intake declined and more shelter space became available at a number of the CCP locations, some sociable cats were made available for adoption or transferred to private rescue groups (organizations, typically of non-profit tax status, that specialize in the rehoming of adoptable cats). Microchipping was not part of CCP protocol. Relocation (the release of cats at outdoor sites other than location of origin) was not done unless their home environments were deemed too dangerous for safe return (e.g., demolition of a building)—a situation that occurred only rarely.

Targeted TNVR was performed in parts of CCP shelter service areas that were determined to be sources of high feline intake. The methods behind this strategy varied by program inasmuch as each CCP shelter determined how best to allocate and prioritize program resources. For example, Baltimore and San Antonio focused on areas from which the highest frequency

or most serious resident complaints were generated, while Philadelphia used admission data to determine locations from which the most cats had been brought to the shelter by residents. Columbus utilized the personal field experience of the program coordinator (who had previously served as the community's animal control officer) to target areas known to be populated by large numbers of community cats until such time that sufficient data was available from the shelter to identify "hot spots" based upon intake numbers alone; targeting hot spots based upon shelter stray cat intake data was also the practice followed by Albuquerque. Tucson concentrated trapping efforts on areas that were identified as sources of high kitten intake. Cats trapped, neutered, and vaccinated as part of targeted trapping efforts were returned to their locations of capture without being admitted to CCP shelters and therefore did not contribute to feline intake totals.

Moreover, in order to make full use of information obtained about the locations of origin of RTF cats, targeted trapping also was performed at RTF release sites when circumstances allowed. Such sites were targeted based upon a hypothesis, known as the "red-flag cat model" which supposes that locations within a community capable of sufficiently supporting one free-roaming cat are likely home to additional unsterilized cats (20, 21). Thus, the initial cat trapped and returned to a new location acts as an indicator, or red flag, alerting program staff to the potential presence of other cats. The red-flag cat model was utilized to varying degrees by all six CCPs. Cats originating from red-flag cat model sites were not separately tracked by the CCPs; however, the number of cats enrolled at each site were tracked by program component (RTF or TNVR) and program year (calendar year for

**TABLE 1** | Community Cat Program (CCP) locations, shelter name, service areas and size, and program periods.

CCP location	Shelter operator	Service area	Service area size (human population)*	Program period
Albuquerque, New Mexico	Albuquerque Animal Welfare Department	Bernalillo County	674,000	April, 2012–March, 2015
San Antonio, Texas	San Antonio Animal Care Services	Bexar County	1,826,000	April, 2012–March, 2015
Baltimore, Maryland	Baltimore Animal Rescue and Care Shelter	City of Baltimore	621,000	July, 2013–June, 2016
Philadelphia, Pennsylvania	Animal Care and Control Team of Philadelphia	City of Philadelphia	1,566,000	July, 2014–June, 2017
Tucson, Arizona	Pima County Animal Care Center	Pima County	1,010,000	July, 2014–June, 2017
Columbus, Georgia	Columbus Consolidated Animal Care and Control	Muscogee County	199,000	July, 2014–June, 2017

\*Human population data obtained from U.S. Census Bureau QuickFacts.

Albuquerque). Therefore, for the purposes of this study, locations at which both RTF and targeted TNVR activity occurred during the same year were categorized as red-flag cat model sites.

Programs of concentrated community outreach were used in the neighborhoods where targeted TNVR took place, including some or all of the following tactics: door-to-door canvassing (a.k.a. block walking), the distribution of door hangers, targeted mass mailings, the hosting of educational events, and the use of cargo vans, wrapped with program-specific messaging, for transport of the cats.

## Data Collection

All CCP-related data were obtained from Best Friends. Procedural details about individual CCPs were obtained via telephone interviews and email correspondence with program coordinators. Dead cat collection data were acquired from individual municipalities or CCP shelters.

CCP staff entered relevant program data (e.g., number of surgeries, sex, age, etc.) into a database built and maintained by Best Friends. Ongoing results were assessed monthly to evaluate the progress of each CCP toward overall sterilization surgery goals. Chameleon software was used to track shelter metrics for Albuquerque, Tucson, and San Antonio; PetPoint software was utilized for Baltimore and Philadelphia; a Lotus Notes program was employed for Columbus. All shelters entered data in real time or on a daily basis.

Shelter metrics tracked specifically as part of the CCPs included live intakes, live outcomes [adoption, transfer to private rescue, return-to-owner (RTO)], and other outcomes (euthanasia, died in care). Intake and euthanasia data were recorded by age: adult and kitten (the age threshold distinguishing kittens from adults varied by CCP, as follows: Albuquerque:  $\leq 5$  mos.; Baltimore:  $\leq 4$  mos.; Philadelphia, Tucson, Columbus, and San Antonio:  $\leq 6$  mos.); admissions of kittens  $\leq 2$  months of age was tracked separately for Albuquerque, Philadelphia, Tucson, and San Antonio; euthanasia of kittens  $\leq 2$  months of age was tracked separately for Philadelphia, Tucson, and San Antonio. The number of cats sterilized, whether as part of the RTF or targeted TNVR component of the CCP, as well as the number of cats returned to their trapping sites, adopted,

or transferred to private rescue groups were documented. The tracking of welfare outcomes for cats returned to trapping sites was not part of CCP protocol.

## Data Analysis

Shelter cat intake and euthanasia results for 12-month periods matching CCP program dates were compared to a baseline of shelter results for a corresponding 12-month period immediately preceding the initiation of the Albuquerque and San Antonio CCPs, and for the calendar year immediately preceding the Baltimore, Philadelphia, Tucson, and Columbus programs. A similar process was employed to assess results for other shelter metrics (i.e., live-release rate, adoptions, and RTO) as well, except for Albuquerque, for which other metrics were tracked on a calendar-year basis. The number of cats enrolled in the RTF component of each CCP was compared to the number enrolled in the targeted TNVR component for each program year; red-flag cat model results were calculated by matching the number of RTF cats returned to specific sites with the number of cats discovered as a result of targeted TNVR efforts at those same sites and during the same program or calendar year (depending on the available data). Due to the small sample size involved (e.g., 3 program years), varied effort (e.g., returning nearly all RTF cats in the early days of the program while relatively fewer RTF cats were returned later in the program) over the course of the CCP, and inherent year-to-year variation in shelter metrics, no statistical analysis was attempted. Each CCP shelter determined the manner in which to track its data. This was driven largely by the system (e.g., fiscal year, calendar year) used by the municipality itself. The authors acknowledge that uniformity in the tracking of shelter data would have allowed for more straightforward comparisons of some of the results among the various programs.

## RESULTS

### Enrollment and Surgeries

A total of 72,970 cats were enrolled in the six 3-year CCPs. Sterilization surgery was performed on 69,091 (95%) of the enrolled cats. Targeted TNVR conducted as part of the six programs resulted in 54,653 (79%) of the sterilizations, while RTF

**TABLE 2** | Number of RTF and TNVR surgeries performed annually in each of six 3-year CCPs and percentage of surgery total (in parentheses).

CCP location (human population)	PY1		PY2		PY3		Total surgeries
	RTF	TNVR	RTF	TNVR	RTF	TNVR	
Albuquerque, NM (674,000)	964 (26)	2,759 (74)	759 (19)	3,222 (81)	464 (14)	2,870 (86)	11,038 –
San Antonio, TX (1,826,000)	877 (17)	4,265 (83)	238 (5)	4,289 (95)	245 (7)	3,285 (93)	13,199 –
Baltimore, MD (621,000)	724 (21)	2,803 (79)	332 (9)	3,299 (91)	305 (10)	2,804 (90)	10,267 –
Philadelphia, PA (1,566,000)	1,474 (31)	3,299 (69)	1,428 (34)	2,802 (66)	1,152 (24)	3,635 (76)	13,790 –
Tucson, AZ (1,010,000)	1,084 (33)	2,164 (67)	1,642 (27)	4,357 (73)	736 (15)	4,134 (85)	14,117 –
Columbus, GA (199,000)	758 (33)	1,553 (67)	734 (30)	1,752 (70)	523 (28)	1,360 (72)	6,680 –

**TABLE 3** | Number of RTF and TNVR surgeries performed annually per 1,000 human residents in each of six 3-year CCPs.

CCP location (human population)	PY1		PY2		PY3		Mean	
	RTF	TNVR	RTF	TNVR	RTF	TNVR	RTF	TNVR
Albuquerque, NM (674,000)	1.4	4.1	1.1	4.8	0.7	4.3	1.1	4.4
San Antonio, TX (1,826,000)	0.5	2.3	0.1	2.3	0.1	1.8	0.2	2.1
Baltimore, MD (621,000)	1.2	4.5	0.5	5.3	0.5	4.5	0.7	4.8
Philadelphia, PA (1,566,000)	0.9	2.1	0.9	1.8	0.7	2.3	0.8	2.1
Tucson, AZ (1,010,000)	1.1	2.1	1.6	4.3	0.7	4.1	1.1	3.5
Columbus, GA (199,000)	3.8	7.8	3.7	8.8	2.6	6.8	3.4	7.8

efforts accounted for 14,439 (21%) of the total surgeries. The combined number of cats sterilized across the six CCPs fluctuated by program year: Year 1: 22,724; Year 2: 24,854; Year 3: 21,513. In aggregate, the percentage of cats sterilized as part of the RTF component of the CCPs decreased each program year: Year 1: 26% (5,881); Year 2: 21% (5,133); Year 3: 16% (3,425) (Tables 2, 3). Overall, the number of female cats sterilized exceeded males 36,184 (52%)–32,907 (48%), and significantly more adults were sterilized than kittens, 49,509 (72%)–19,582 (28%).

## Disposition

In total, 60,613 cats (83%) were returned to their trapping sites as part of the six CCPs; 10,698 (15%) were adopted or transferred to private rescue; 459 (0.6%) were returned to owner or otherwise released without undergoing surgery; 349 (0.5%) were euthanized for serious health concerns; 204 (0.3%) were

relocated because they could not be safely returned to locations of capture; 140 (0.2%) died perioperatively (Table 4). Of the cats returned to trapping sites, 44,670 (74%) were adults, 13,986 (23%) were kittens and the age of 1957 (3%) was unknown. Cats originated from a total of 12,912 sites across the six programs with the median number of cats per site ranging from 2–5 (Figure 2).

## Euthanasia and Intake

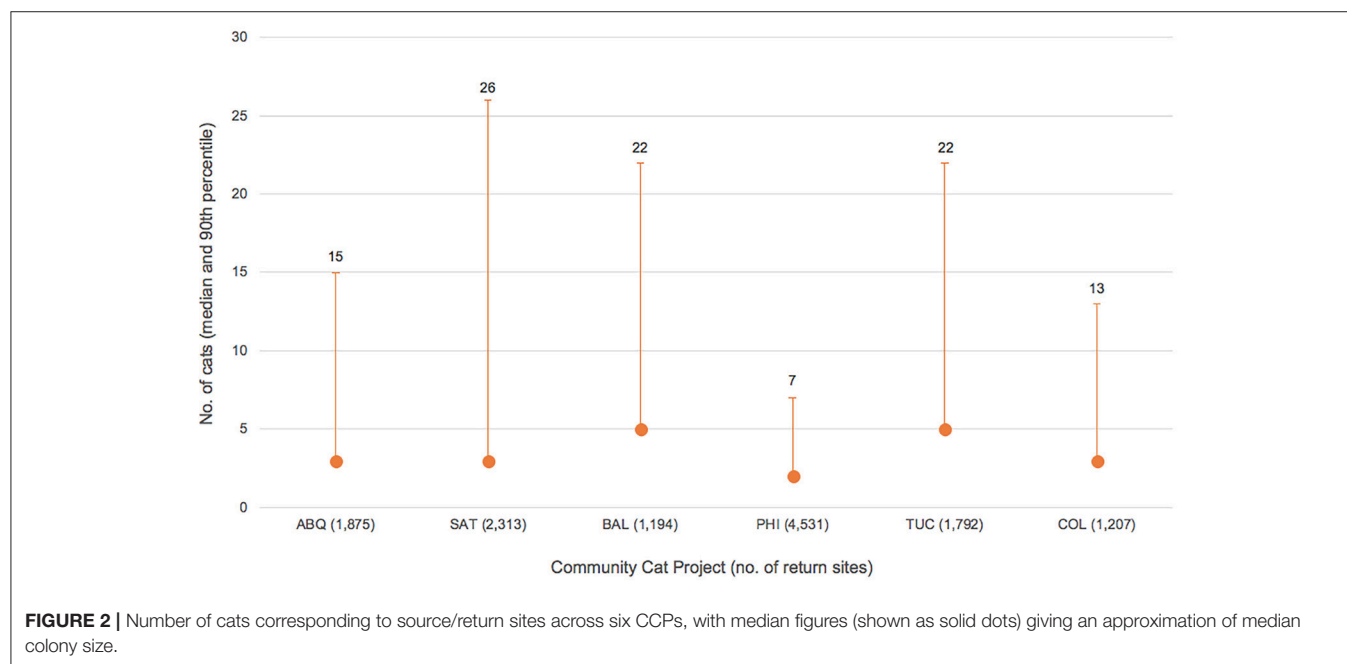
A median decline of 83% in overall feline euthanasia occurred at the six shelters when results from the end of the third year of each program are compared to baseline results (Table 5 and Figure 3). Tucson observed the largest decline in euthanasia on a percentage basis (91%) while Philadelphia experienced the largest drop in absolute numbers (4,084 cats). Among the six CCPs, Baltimore experienced the smallest percentage decrease in the euthanasia of cats (59%); Columbus had the smallest decline in absolute terms (1,272 cats). Over the same periods, the euthanasia of kittens declined by a median of 87%; the euthanasia of “newborn” kittens ( $\leq 2$  months) fell by a median of 85% at the three shelters (Philadelphia, San Antonio, and Tucson) where such data were tracked. The largest decline in the euthanasia of kittens, both on a percentage basis and in absolute terms, was observed by Tucson (95% and 2,305 cats, respectively), while the smallest reduction, by either measure, occurred at Baltimore (64% and 364 cats, respectively). Euthanasia of cats per 1,000 residents in each of the respective shelter’s service areas declined by a median of 84%; on the same basis, kitten euthanasia declined by a median of 87% (Table 6).

Overall feline intake dropped by a median of 32% at the six shelters; Columbus experienced the largest decline (45%) while the smallest decline (1%) in feline intake was observed at San Antonio (Table 5 and Figure 4). Kitten intake declined by a median of 40% across the six shelters, while the admission of newborn kittens dropped by a median of 41%, at the four facilities (Albuquerque, Philadelphia, San Antonio, and Tucson) for which such data were available. Overall feline intake fell by a median of

**TABLE 4 |** Disposition of cats in each of the six 3-year CCPs, 3-year totals and percentage by category.

CCP (human population)	RTC (%)	Adopt or transfer to rescue (%)	RTO (%)	Released without surgery (%)	Euthanized (%)	Relocated (%)	Died (%)	Other (%)	Total (%)*
Albuquerque, NM (674,000)	10,738 (91)	946 (8)	1 (0.01)	1 (0.01)	20 (0.2)	6 (0.1)	34 (0.3)	–	11,746 (100)
San Antonio, TX (1,826,000)	11,904 (87)	1,060 (8)	0 (0)	16 (0.1)	38 (0.3)	75 (0.6)	22 (0.2)	507 (4)	13,622 (100)
Baltimore, MD (621,000)	8,796 (79)	2,156 (19)	0 (0)	11 (0.1)	104 (0.9)	67 (0.6)	24 (0.2)	–	11,158 (100)
Philadelphia, PA (1,566,000)	12,508 (85)	2,085 (14)	43 (0.3)	0 (0)	93 (0.6)	11 (0.1)	15 (0.1)	–	14,755 (100)
Tucson, AZ (1,010,000)	10,639 (73)	3,557 (24)	330 (2)	4 (0.03)	53 (0.4)	8 (0.1)	32 (0.2)	–	14,623 (100)
Columbus, GA (199,000)	6,028 (85)	894 (13)	22 (0.3)	31 (0.4)	41 (0.6)	37 (0.5)	13 (0.2)	–	7066 (100)
<b>Total</b>	<b>60,613 (83)</b>	<b>10,698 (15)</b>	<b>396 (0.5)</b>	<b>63 (0.1)</b>	<b>349 (0.5)</b>	<b>204 (0.3)</b>	<b>140 (0.2)</b>	<b>507 (0.7)</b>	<b>72,970 (100)</b>

\*Some totals exceed 100% due to rounding; RTC, returned to colony; cats released without surgery had already been sterilized; Other, unspecified outcome.



**FIGURE 2 |** Number of cats corresponding to source/return sites across six CCPs, with median figures (shown as solid dots) giving an approximation of median colony size.

33% per 1,000 residents across the six CCPs, while a 40% drop in the intake of kittens occurred (Table 6).

### Live-Release Rate

The live-release rate for cats at the six CCP shelters increased by a median of 53% over the 3-years of the CCPs. The largest gain, 168%, was at San Antonio (from 31 to 83%). Philadelphia observed the smallest increase (17%, from 63 to 74%); however, the baseline live-release rate there was, by comparison, more than double that of San Antonio (Table 5).

### Adoptions

Changes in the absolute number of cats adopted over the course of the six CCPs varied significantly (median of –8%), ranging from an increase of 118% for San Antonio to a decline of 82% for Columbus (Table 5). Measured as a proportion of feline intake, however, the adoption rate for cats increased (median of 45%) at all locations (in large part due to reductions in feline intake), except for Baltimore (–5%). When the number of cats transferred to private rescue groups for adoption are added to the adoptions originating directly from the shelters themselves, increases (median of 39%) were observed at all CCP locations.

TABLE 5 | Common shelter metrics before and after implementation of each 3-year CCP (absolute numbers and percentages by category).

Shelter metrics	CCP location																	
	Albuquerque			San Antonio			Baltimore			Philadelphia			Tucson			Columbus		
	Before	After (% change)		Before	After (% change)		Before	After (% change)		Before	After (% change)		Before	After (% change)		Before	After (% change)	
Feline intake	9,776	6,102 (-38)		6,581 (-1)	6,977	5,999 (-14)	19,017	12,791 (-33)		7,635	5,266 (-31)		3,329	1,842 (-45)		3,329	1,842 (-45)	
Per 1,000 residents	15	9 (-40)		4 (0)	11	10 (-9)	12	8 (-33)		8	5 (-38)		16	9 (-44)		16	9 (-44)	
Kittens <sup>†</sup>	4,441	2,468 (-44)		4,283 (12)	2,978	1,823 (-39)	8,868	5,313 (-40)		5,072	2,903 (-43)		1,487	1,104 (-26)		1,487	1,104 (-26)	
≤ 2 mos. of age <sup>†</sup>	2,803	1,672 (-40)		4,241 (57)	-	-	5,729	3,347 (-42)		4,479	2,143 (-52)		-	-		-	-	
Feline euthanasia	3,023	480 (-84)		763 (-82)	2,140	869 (-59)	6,055	1,971 (-67)		2,980	269 (-91)		1,493	221 (-85)		1,493	221 (-85)	
Per 1,000 residents	5	1 (-80)		0.4 (-80)	3	1 (-67)	4	1 (-75)		3	0.3 (-90)		7	1 (-86)		7	1 (-86)	
Kittens <sup>†</sup>	1,462	149 (-90)		340 (-86)	568	204 (-64)	2,372	493 (-79)		2,424	119 (-95)		669	84 (-87)		669	84 (-87)	
≤ 2 mos. of age <sup>†</sup>	-	-		276 (-85)	-	-	1,965	360 (-82)		2,327	113 (-95)		-	-		-	-	
Euthanasia rate (%)	31	8 (-74)		12 (-81)	32	15 (-53)	32	15 (-53)		39	5 (-87)		45	12 (-73)		45	12 (-73)	
Kittens <sup>†</sup> (%)	33	6 (-82)		8 (-88)	19	11 (-42)	27	9 (-67)		48	4 (-92)		45	8 (-82)		45	8 (-82)	
Live release rate (%)	61	90 (48)		83 (168)	63	79 (25)	63	74 (17)		51	83 (63)		54	85 (57)		54	85 (57)	
Adoptions	4,264	3,333 (-22)		1,947 (118)	3,228	2,648 (-18)	4,853	4,911 (1)		3,375	3,682 (9)		380	68 (-82)		380	68 (-82)	
RTO	297	277 (-7)		139 (101)	54	84 (56)	150	228 (52)		140	111 (-21)		43	45 (5)		43	45 (5)	
DOA cats	2,220	1,689 (-24)		10,299 (29)	4,215 <sup>‡</sup>	3,336 <sup>‡</sup> (-21)	712 <sup>§</sup>	328 <sup>§</sup> (-54)		575	495 (-14)		N/A	N/A		N/A	N/A	

\* Kitten definitions varied by shelter: Albuquerque ≤ 5 mos.; Baltimore ≤ 4 mos.; San Antonio, Philadelphia, Tucson, Columbus ≤ 6 mos. † All kittens in Albuquerque, regardless of age, tracked by calendar year (year-end 2011 to year-end 2015), rather than program year. ‡ Cat and dog data combined (no further breakdown available). § Only DOA cats brought to the shelter by the public are included; data for those picked up by municipality were unavailable.

## RTO

In aggregate, the number of RTO cats increased by 17%, from 753 to 884 cats across the six CCPs, although Albuquerque (297–277) and Tucson (140–111) experienced declines. Median RTO as a percentage of shelter feline intake increased from 1.2% prior to CCP inception to 2% after completion of the respective programs.

## Red-Flag Cat Model

A total of 15,658 cats (22% of the total cats enrolled in the six CCPs) originated from 1,817 red-flag cat model sites, where both RTF and targeted TNVR took place during the same 12-month period. Almost two thirds of these were TNVR cats (10,297), which amounts to 19% of all cats sterilized as part of targeted TNVR efforts. On average, 4 TNVR cats (median of 2) were enrolled in CCPs for each RTF cat returned to red-flag cat model locations.

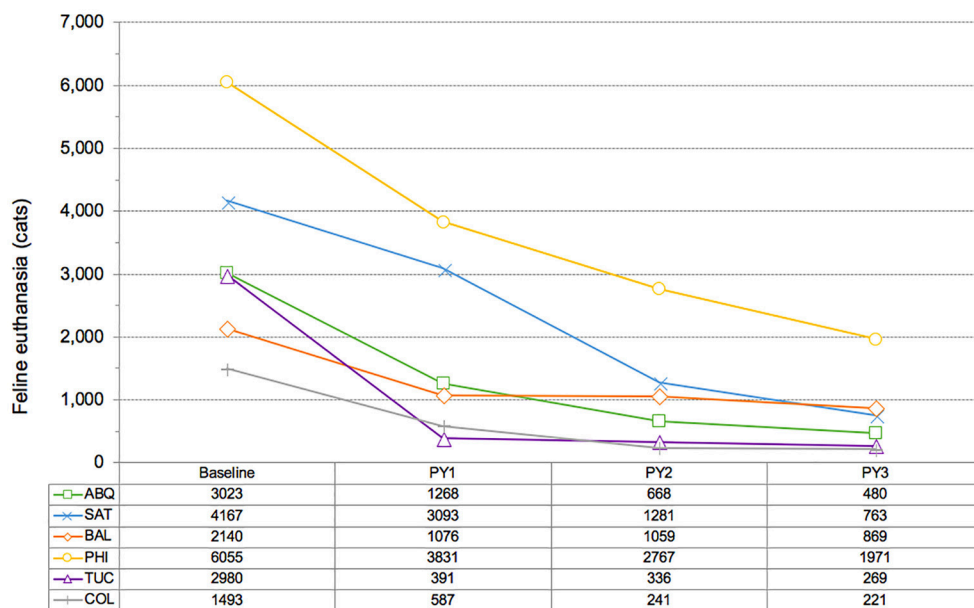
## DOA

Data for cats classified as “dead on arrival” (DOA) were mixed across the six CCPs, and comparisons were made difficult due to uneven tracking and reporting (Table 5). Albuquerque and Tucson, for example, documented reductions of 24 and 14%, respectively. Baltimore observed a 21% reduction in the total number of dead animals picked up, but no breakdown by species was available. The most significant reduction (54%) was associated with Philadelphia; however, the only data available were for “stray” cats brought to the shelter by the public as DOA; no data for cats picked up by the municipality were available. As a result, the total number of DOA cats remains unknown for this CCP. San Antonio, by contrast, observed a significant increase (29%) in DOA cats over the course of the CCP. A year-by-year breakdown, however, shows an initial increase of 36% from 2011 to 2012 followed by a 17% decrease from 2012 to 2015, roughly mirroring the initial increase in feline intake and subsequent decline (Figure 4). No data were available for Columbus.

## DISCUSSION

### Impact of CCPs on Feline Euthanasia and Intake

As has been documented in other communities where RTF programs have been implemented at open-admission municipal shelters (19–21), significant reductions in feline euthanasia (median of 83%) were observed across all six CCPs (Figure 3). The declines in overall feline euthanasia at four of the six CCP shelters (Albuquerque, Tucson, San Antonio, and Columbus) exceeded 80% over 3 years, surpassing reductions witnessed over 4-year periods in Jacksonville and San José, where RTF programs resulted in reductions of approximately 70% (19, 20, 23). Even larger declines in the euthanasia of kittens (median of 87%) occurred at all CCP locations. Despite significant differences in the communities served by the six CCP shelters, both in terms of geography and population size, each experienced sharp declines in feline euthanasia, which strongly corroborates previous research (19, 21). Integration of targeted TNVR with RTF appears to be generally associated with more rapid declines in euthanasia. Results after 32 months (including an 8-month



**FIGURE 3** | Changes in feline euthanasia at six CCP shelters, comparison of baseline level to euthanasia during each of three program years (PY).

pilot period) of an ongoing CCP in Las Vegas, Nevada, further support these findings (as with the other CCPs, data for the Las Vegas program was obtained from Best Friends), as feline euthanasia dropped by 80% (from 8,439 to 1,705) at the facility there, which provides municipal animal care and control services. RTF surgeries (5,748) represent 66% of total Las Vegas program sterilization surgeries (8,704 or 4 per 1,000 residents) over this period.

In addition, the feline euthanasia rate (calculated by dividing the number of cats euthanized for reasons other than owner request by the total number of live feline intakes) dropped by a median of 74% across CCP locations. A median euthanasia rate of 36% existed before integrated RTF and targeted TNVR programs began; the same measure at the conclusion of the respective CCPs was 12%. As a point of reference, Shelter Animals Count reported for 2016 a feline euthanasia rate of 25% (calculated by dividing the total number of cats euthanized, less owner-requested euthanasia, by the total number of outcomes minus owner-requested euthanasia) among its 627 participating organizations categorized as municipal shelters or organizations with municipal sheltering contracts. Shelter Animals Count functions as a national database of sheltered animals and follows the Base Data Matrix specified by the National Federation of Humane Societies; all data are contributed on a voluntary basis and were self-reported by 3,535 total participant organizations, which included municipal shelters and shelters with government contracts, as well as rescue groups with government contracts and shelters and rescues without such contracts, in 2016 (24).

Reductions in feline intake (median of 32%) across the six CCP shelters (Figure 4) varied more than reductions in euthanasia. As stated above, the largest reduction occurred at Columbus (45%), while San Antonio experienced the smallest

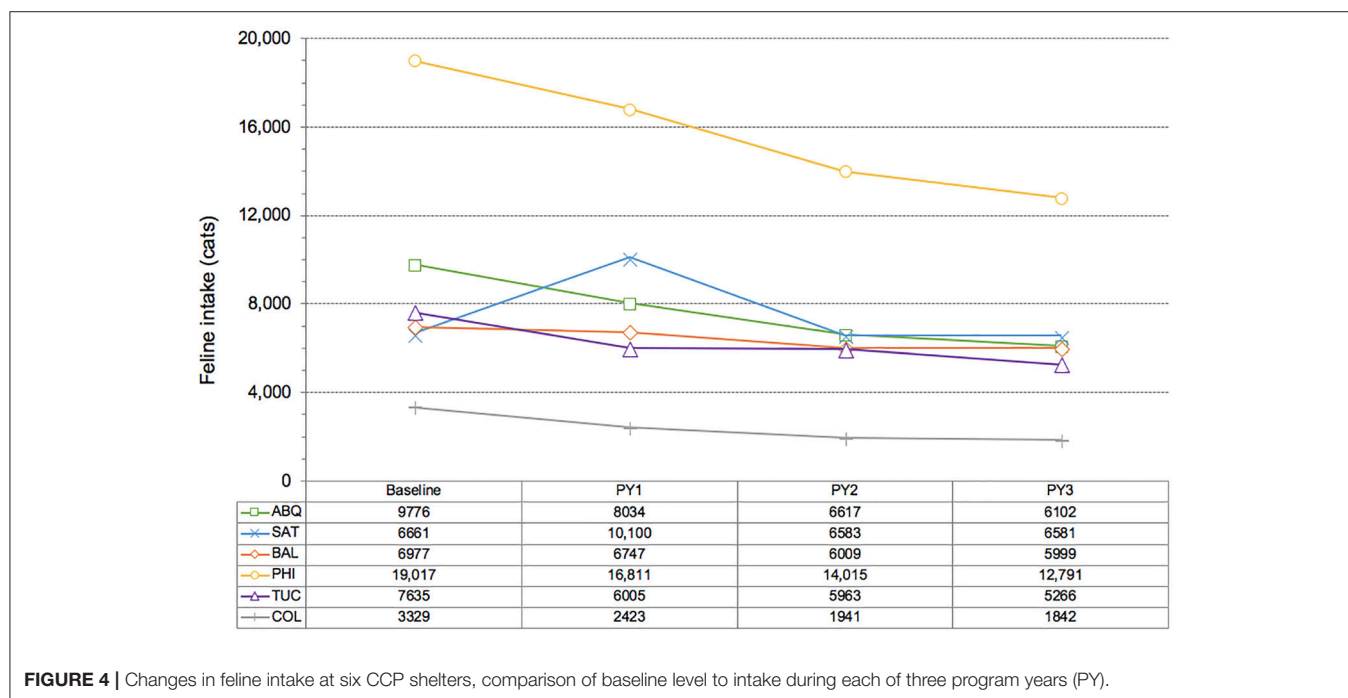
decline (1%) over the course of the 3-year program. A spike of 52% in feline intake during Year 1 at San Antonio was followed by a reduction in Year 2 (35%) that approximated the median decline (33%) experienced at the other CCP locations over the entirety of their programs; intake was virtually flat in Year 3 of the San Antonio program, declining by just 2 cats. Possible explanations for the anomalous increase in feline intake experienced during San Antonio's first year include a particularly sharp increase in awareness of community cats among the residents there and, a surge in the use of the municipal shelter as a resource for cats, due at least in part to new perceptions among residents of the shelter as a "cat-friendly" facility (20). Additional factors that might have contributed include the faster movement of cats in and out of the facility as cats returned to the field typically spent no more than 24h in care at the shelter, rather than being kept for 4 days (prior to likely euthanasia) as was the practice before initiation of the CCP. Unfortunately, a definitive explanation for the increase in intake during the first program year of the San Antonio CCP was not readily apparent from the available evidence.

Notwithstanding the initial spike in intake witnessed by San Antonio, the median decline in overall feline intake among the six CCPs surpassed in 3 years the reductions in intake observed over 4-year periods in Jacksonville and San José (similar to the results for euthanasia noted above), where such declines were 30 and 27%, respectively. Again, implementation from the onset of concurrent RTF and targeted TNVR programs is the likely reason for these favorable results. The ongoing CCP in Las Vegas provides additional evidence in support of the strong association between such integrated community cat management programs and rapid reductions in feline intake: the Las Vegas shelter

**TABLE 6 |** Impact of CCPs on shelter feline intake and euthanasia per 1,000 human residents.

Common shelter metrics	CCP location					
	Albuquerque	San Antonio	Baltimore	Philadelphia	Tucson	Columbus
Mean annual sterilizations per 1,000 human residents	5	2	6	3	5	11
<b>FELINE INTAKE Per 1,000 HUMAN RESIDENTS</b>						
Before program	15	4	11	12	8	16
After program	9	4	10	8	5	9
Change (%)	-40	0	-9	-33	-38	-44
<b>FELINE EUTHANASIA Per 1,000 HUMAN RESIDENTS</b>						
Before program	5	2	4	4	3	7
After program	0.7	0.4	1	1	0.3	1
Change (%)	-86	-80	-75	-75	-90	-86
<b>KITTEN* INTAKE Per 1,000 HUMAN RESIDENTS</b>						
Before program	7	2	5	6	5	7
After program	4	2	3	3	3	6
Change (%)	-43	0	-40	-50	-40	-14
<b>KITTEN* EUTHANASIA Per 1,000 HUMAN RESIDENTS</b>						
Before program	2	2	0.9	2	2	3
After program	0.2	0.2	0.3	0.3	0.1	0.4
Change (%)	-90	-90	-67	-85	-95	-87
<b>DEAD CATS COLLECTED Per 1,000 HUMAN RESIDENTS</b>						
Before program	3.3	4.4	6.8 <sup>†</sup>	0.4	0.6	N/A
After program	2.7	5.9	5.8 <sup>†</sup>	0.2	0.5	N/A
Change (%)	-17	34	-15 <sup>†</sup>	-50	-17	N/A

\*Kitten definitions varied by shelter: Albuquerque ≤ 5 mos.; Baltimore ≤ 4 mos.; San Antonio, Philadelphia, Tucson, Columbus ≤ 6 mos. Kitten data was tracked by program year for all CCPs, except Albuquerque, where it was tracked only by calendar year. <sup>†</sup>Reflects collection of all dead animals—no break down by species available. Before program = 12-month period immediately preceding program period for Albuquerque and San Antonio (except for Albuquerque kitten data); calendar year immediately preceding year of program initiation for Baltimore, Philadelphia, Tucson, and Columbus.



**FIGURE 4 |** Changes in feline intake at six CCP shelters, comparison of baseline level to intake during each of three program years (PY).



observed a 39% decline (from 13,424 to 8,220) in feline intake 32 months after the implementation of CCP protocols.

The median reduction in the intake of kittens (40%) at the six CCP shelters exceeded the median drop in total feline intake (32%), with Albuquerque observing the largest decline (44%). San Antonio was the only program to see an overall increase in kitten intake (12%), which occurred in a fashion similar to what was previously described concerning total feline intake, whereby a surge in the admission of kittens (69%) happened in year one, followed by a combined decline of 33% during years 2 and 3 of the program. Significant reductions in feline intake associated with targeted TNVR efforts have been documented elsewhere and attributed to “several factors” (17). However, the dramatic reductions in kitten intake in particular, documented across all six CCPs, suggests an impact (the extent of which is, admittedly, unknown) on reproductive capacity in the CCP service areas, since any other programs that might account for the observed reductions (e.g., diverting kittens to private rescue groups without admission to the shelter) were implemented only on a small scale where they existed at all.

### Impact of CCPs on Other Shelter Metrics

As stated above, live-release rate increased significantly (median of 53%) across all six CCPs. The median live-release rate at the six shelters increased from 57% prior to CCP inception to 83% after the completion of the respective programs; post-CCP live-release rates (range: 74–90%; **Table 5**) compare favorably to a live-release rate of 69% for municipal shelters and shelters with government contracts participating in the Shelter Animals Count database in 2016 (24).

Post-CCP RTO rates (2%) were below the average RTO rate for municipal shelters and shelters with government contracts participating in the Shelter Animals Count database in 2016 (3%) (25), but consistent with results from a national survey of U.S. households, which found that 2% of lost cats were recovered by contacting a local shelter (26). Multiple survey-based studies have indicated that the most common method by which lost cats are reunited with their owners is cats returning home on their own (26, 27). Consequently, it is likely that an unknown percentage of cats returned as part of RTF efforts were actually lost pets who, at some point after being returned, found their way back to their owners (and likely at a rate of reunification greater than would have occurred had these cats been admitted to the shelter).

### Impact of CCPs Compared to Similar Programs in Other Communities

The size of the human population served by each of the six CCP shelters varied, from ~200,000 (Columbus) (28) to almost 1.9 million (San Antonio) (29), and fluctuations of up to 8% in population size took place over program periods at some sites (29). To account for these differences in population size, feline intake (**Table 7**) and euthanasia (**Table 8**) results were also examined on a normalized (per 1,000 human residents) basis. Median reductions in feline intake (33%) and euthanasia (84%) calculated in this manner varied little from median reductions (32 and 83%, respectively) derived from the absolute intake and euthanasia data reported above. A comparison of these results

**TABLE 7 |** Annual reduction in feline intake for each of six 3-year CCPs per 1,000 human residents in each corresponding shelter service area, and comparison to similar programs in other communities.

Community/program (source)	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5
Albuquerque	15	12	10	9	–	–
San Antonio	4	6	4	4	–	–
Baltimore	11	11	10	10	–	–
Philadelphia	12	11	9	8	–	–
Tucson	8	6	6	5	–	–
Columbus	16	12	10	9	–	–
San José (17)	10	9	8	7	8	7
Jacksonville (21)	16	15	15	11	11	11
Alachua, target (15)	13	9	4	–	–	–
Alachua, non-target (15)	16	15	14	–	–	–

Baseline = 12-month period immediately preceding program period for Albuquerque and San Antonio; calendar year immediately preceding year of program initiation for all others.

with those from Jacksonville and San José (**Tables 7, 8**) found that the median 3-year decline in intake at CCP shelters exceeded reductions over the same number of years in Jacksonville (30%) and San José (26%). The median reduction in euthanasia per 1,000 human residents at CCP sites also surpassed declines over the same period in both Jacksonville (71%) and San José (69%). Unlike the CCPs, which featured fully integrated RTF and targeted TNVR elements throughout, RTF was the primary focus of the programs in Jacksonville and San José; however, a formalized targeted TNVR component (as noted above) was added to the Jacksonville program in its third year, and an *ad hoc* targeting effort similar to the red-flag cat model utilized at CCP sites was operated concurrently with the RTF initiative in San José. The specific impact of targeted TNVR efforts on results produced by the RTF-based programs in Jacksonville and San José is difficult to quantify; however, based upon the greater median reductions in intake and euthanasia at CCP locations, the benefits of combining targeted TNVR and RTF are apparent. Results of a 2-year targeted TNVR campaign in Alachua County, Florida offer the clearest evidence of the impact of targeting on feline intake and euthanasia at a municipal shelter. A 69% reduction in intake and a 95% decline in euthanasia occurred in the targeted area (zip code 32601) vs. reductions of 13% in intake and 30% in euthanasia for the remainder of the county, where no targeting took place (17) (**Tables 7, 8**). The totality of these results suggests that the integration of targeted TNVR and RTF programs exhibits the greatest capacity for reducing the intake and euthanasia of cats on a community-wide scale.

### Analysis of Source/Return Site Characteristics

Cats originated from a total of 12,912 unique sites across the six CCPs, with medians for individual CCPs ranging from 2 to 5 cats (**Figure 2**). These values are less than those documented by Nutter in rural North Carolina (median: 10 cats across 11 discrete

**TABLE 8** | Annual reduction in feline euthanasia for each of six 3-year CCPs per 1,000 human residents in each corresponding shelter service area, and comparison to similar programs in other communities.

Community/Program (source)	Baseline	Year 1	Year 2	Year 3	Year 3	Year 5
Albuquerque	5	2	1	0.7	–	–
San Antonio	2	2	0.7	0.4	–	–
Baltimore	3	2	2	1	–	–
Philadelphia	4	3	2	1	–	–
Tucson	3	0.4	0.3	0.3	–	–
Columbus	7	3	1	1	–	–
San José (17)	7	6	3	2	2	2
Jacksonville (21)	13	11	7	4	4	3
Alachua, target (15)	8	2	0.4	–	–	–
Alachua, non-target (15)	10	7	7	–	–	–

Baseline = 12-month period immediately preceding program period for Albuquerque and San Antonio; calendar year immediately preceding year of program initiation for all others.

colonies) (13), Natoli et al. in Rome, Italy (median: 12 cats across 103 discrete colonies) (30), and Tan et al. in urban parts of Australia (median: 12 cats across 44 discrete colonies) (31), but comparable to those documented in an urban Chicago, Illinois, neighborhood (median: 0–6 cats across 20 discrete colonies) (12). Data from the present study are not necessarily inconsistent since the median values from the previous studies refer to colony size prior to sterilization efforts and were based upon colony censuses. The CCP data, by contrast, reflect only the number of cats enrolled in the CCPs.

Examination of source/return site data reveals that the maximum number of cats returned to a single location can be deceiving. Data from Albuquerque, for example, show that 205 cats originated from one site: a mobile home community (approximately 0.33 km<sup>2</sup> in size) for which shelter staff used a common address when recording intake (and, as appropriate, return) information. Similar situations were observed in other CCP communities. For this reason, 90th percentile (as opposed to maximum) was chosen to represent the upper-end of the number of cats present at each source/return site. Results of this analysis correspond well with those of Natoli et al. who reported that colonies of 21 or more cats were uncommon in Rome, Italy (30).

## Implications of the Red-Flag Cat Model

As stated above, on average, 4 TNVR cats (median of 2) were enrolled in CCPs for each RTF cat returned to red-flag cat model locations; these results are similar to what was previously documented by Albuquerque (where such information was tracked by calendar year) (21). It was not uncommon for a dozen or more cats to be enrolled at the same location as a result of targeted TNVR in response to a single cat being brought to the shelter; one site targeted by San Antonio had 116 cats enrolled in such a fashion, which is illustrative of the potential of the red-flag cat model (and integration of RTF and targeted TNVR programs in general). The red-flag cat model was employed as part of each CCP as staffing and circumstances on the ground allowed, which

varied by program location; for example, Baltimore enrolled the most TNVR cats across the greatest number of red-flag cat model sites during Year 1, while Columbus experienced this peak in Year 2 and Philadelphia and Albuquerque in Year 3 (Tucson and San Antonio saw the number of red-flag cat model sites and total number of TNVR cats trapped at such sites peak in different program years).

## General Health of Cats Enrolled in the CCPs

Consistent with what has been observed at other locations where RTF (19) and targeted TNVR (17) programs have been implemented, the cats enrolled in all of the CCPs were generally in good health, as was evidenced by the low incidence of cats requiring euthanasia due to serious health concerns (0.5%) or dying in care (0.2%). As mentioned above, the welfare outcomes for cats returned to locations of origin were not tracked as part of the CCPs; in fact, little research on this topic could be found. A single example was uncovered from a published report describing the RTF program in Jacksonville, where for more than a year at the beginning of the program cats were microchipped for the purpose of tracking the number that “would be hit by cars... starve to death, be attacked by dogs, and many other hypothetical tragedies that should nullify the program” (32). The report concluded: “After more than a year of such identification absolutely none of the more than 6,000 feral cats with a microchip were ever identified as falling into any of those theoretical situations” (32). Indeed, the microchipping of cats as part of the Jacksonville RTF program was discontinued when “no evidence of mistreatment of returned cats turned up” (20). Further research in to the welfare outcomes associated with cats of shelter origin returned to the field after sterilization and vaccination is warranted. Considerable data, however, including what has been reported above, have been published in support of the assertion that community cats are in generally good health upon enrollment in programs that revolve around TNVR and its variants (12, 17, 19, 21, 33).

## Analysis of DOA Data

DOA data from Albuquerque and Tucson (reductions of 24 and 14%, respectively) were comparable to the 20% reduction (from 1,629 to 1,308) reported following 4 years of RTF in San José (19) (Table 5). San Antonio documented many more DOA cats than any other CCP (more than 20 times that of Tucson). Neither the initial increase (described previously) nor the greater overall DOA numbers could be explained by those who provided the data. The reductions observed by Albuquerque and Tucson—as well as those suggested by the “combined” data from Baltimore and incomplete data from Philadelphia—would seem to support the hypothesis that targeted sterilization efforts decreased the number of community cats in CCP service areas, and is consistent with evidence from elsewhere suggesting that neutered male cats “lose interest in mating with females which considerably reduces their inclination to roam” (19, 34–36). The data from San Antonio, however, are less consistent. Given the increasing popularity of TNVR (37) and RTF programs (25) and concerns for the welfare of cats being returned (38), this is an important area of investigation for future studies.

## LIMITATIONS

As has been encountered elsewhere (12, 21, 39), the limitations of the present study include those commonly experienced when conducting a retrospective investigation, which is bound by the constraints of the available data. For instance, some types of data were tracked differently across the CCPs: overall feline intake, euthanasia, euthanasia rates, and surgery counts were tracked by program year for all six locations, but Albuquerque tracked other metrics (e.g., live-release rate, RTO, kitten results) only by calendar year; baseline results for Albuquerque and San Antonio reflect 12-month periods immediately preceding program initiation, whereas baselines presented for Baltimore, Philadelphia, Tucson, and Columbus reflect end-of-year results for the calendar year immediately preceding those programs. Cats originating from red-flag cat model sites were not separately tracked by the CCPs; however, the number of cats enrolled at each site were tracked by program component (RTF or TNVR) and program year (calendar year for Albuquerque). Therefore, for the purposes of this study, locations at which both RTF and targeted TNVR activity occurred during the same year were categorized as red-flag cat model sites. Moreover, shelter metrics were not formally tracked by zip code; therefore, an assessment of the impact of targeted TNR on intake and euthanasia for specific zip codes, as has been formulated elsewhere (17), was not attempted.

Community cats were enrolled in the CCPs as they were discovered and trapped or brought into the shelters. Return site information, including location and the surgery records of individual cats, was entered into an internal Best Friends database. Such information was updated throughout the program as cats were trapped, sterilized, and returned; however, records of the number of cats at each colony site upon entry into the CCP are incomplete. Therefore, assessment of changes in colony size over the course of the program was not possible. In addition, the welfare outcomes for cats returned to sites of origination were not specifically recorded, precluding analysis.

## CONCLUSIONS

Significant and rapid reductions of feline euthanasia and intake occurred across all CCPs (the single anomaly being

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the largely unexplained rise in intake during Year 1 of the San Antonio program), highlighting the effectiveness of integrating RTF and targeted TNVR. Use of the red-flag cat model, which was employed as part of all CCPs, improved the efficiency of targeted TNVR efforts. It was found that cats enrolled via the RTF and targeted TNVR components of all CCPs were in good general health, corroborating prior research (17, 21, 33). In general, the number of cats found at source/return sites was small, which is consistent with results of previous research conducted on community cats residing in urban environments (12, 30). Although cat-specific DOA data were not obtainable for all locations, the available evidence generally supports the hypothesis that significant declines in dead cat collections suggest a combination of fewer community cats and reduced roaming on the part of sterilized individuals (19).

## DATA AVAILABILITY

The raw data supporting the conclusions of this manuscript will be made available by the authors, without undue reservation, to any qualified researcher.

## AUTHOR CONTRIBUTIONS

PW conceived of the research idea. DS collected and examined the data. Both authors wrote/edited the paper.

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## **Rabies Advisory Committee Position Statements**

### **Translocation of Raccoons and Other Wild Mammals (updated January 2007)**

The translocation of raccoons from Florida to Virginia in the early 1970s is considered a major factor responsible for the expanding epidemic of animal rabies in the eastern part of the country. Within the state, the translocation of nuisance raccoons accounts for epizootics in counties previously unburdened by animal rabies problems.

The Florida Rabies Advisory Committee supports the Florida Fish and Wildlife Conservation Commission rule (68A-24.005, Florida Administrative Code) that prohibits the transport of wild-trapped, live raccoons within, into, or from Florida unless authorized by FWC permit due to the high prevalence of rabies in this species. The Rabies Advisory Committee strongly discourages the translocation of other rabies vector species.

Further, translocation of any wild animal species raises the possibility of the spread of other zoonotic diseases (e.g. plague) and should be discouraged.

### **Multi-year Rabies Vaccinations for Dogs and Cats (updated January 2008)**

The Rabies Advisory Committee adopts the recommendation of the National Association of Public Health Veterinarians' Compendium of Animal Rabies Control, 2008 in regard to 3-year rabies vaccines for dogs and cats:

"Vaccines used in state and local rabies control programs should have at least a 3-year duration of immunity. This constitutes the most effective method of increasing the proportion of immunized dogs and cats in any population."

Additionally, the Rabies Advisory Committee considers animals vaccinated by a licensed veterinarian using a United States Department of Agriculture-approved multi-year vaccine to be currently vaccinated in accordance with the schedule for which the vaccine is licensed. Local governments cannot mandate revaccination of currently vaccinated animals except in instances involving post-exposure booster for rabies (Florida Statutes 828.30).

### **Managing Feral/Free-roaming/Un-owned/Stray Cats (updated January 2007)**

The concept of managing free-roaming/feral domestic cats (*Felis catus*) is not tenable on public health grounds because of the persistent threat posed to communities from injury and disease. While the risk for disease transmission from cats to people is generally low when these animals are maintained indoors and routinely cared for, free-roaming cats pose a continuous concern to communities. Children are among the highest risk for disease transmission from these cats.

While free-roaming cats can be vaccinated against rabies, this does not address the ongoing need to provide them health care, medications and prevention of other zoonotic diseases. Should one of these cats bite or scratch a person, it would need to be captured and observed for 10 days for signs and symptoms of rabies, even if it had been previously vaccinated. If the cat is not found, the person bitten would need to undergo rabies post-exposure treatment (average cost >\$3,000 for previously unvaccinated individual).

In the past 10 years, cats were reported with rabies more frequently than dogs in Florida. The overwhelming majority of these cats were free-roaming animals. Human rabies in Florida was largely controlled by the removal of stray dogs when dog rabies was common during the first half of the 1900s.

Ideally, cats should have regular veterinary care and be maintained inside people's homes. Allowing cats to roam free is not in the best interests of the community's health and deliberate release or abandonment of feral or domestic cats is not sanctioned under Florida's conservation and cruelty laws. Domestic cats are not "indigenous" or native to Florida, and relocating and releasing non-native species into the wild is a violation of Florida Statute 379.231 and Florida Administrative Code 68A-4.005. Due to their adverse impact on wildlife, the Florida Fish and Wildlife Conservation Commission does not issue permits to make lawful either the release of cats to the wild or the establishment of feral/free-roaming cat colonies.

#### **Exhibition, Sale, or Trade of Exotic or Wild Indigenous Mammals (updated June 2010)**

The Rabies Advisory Committee condemns the practice of using most wild or exotic mammals for public contact activities (i.e., picture taking with Class II Wildlife).

Captive bred rabies vector species (e.g., raccoons, skunks, bats, foxes or bobcats) are being offered for exhibition, sale, or trade at a variety of venues (flea markets, pet fairs, exotic animal shows, swap meets, etc.). All persons in possession of these animals must be appropriately permitted by Florida Fish and Wildlife Conservation Commission (Florida Statute 379.3761) and the Rabies Advisory Committee recommends that both vendors and purchasers be pre-immunized against rabies.

Due to the high potential for bites or scratches and difficulty of follow-up investigations, the Rabies Advisory Committee recommends that county government monitor all events of this type. Florida Fish and Wildlife Conservation Commission law enforcement officers can seize illegally possessed wildlife including wild caught rabies vectors (Florida Administrative Code 68A-6.002).



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## Rabies Prevention and Management of Cats in the Context of Trap, Neuter, Vaccinate, Release Programs

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### Summary

Domestic cats are an important part of many Americans' lives, but effective control of the 60–100 million feral cats living throughout the country remains problematic. Although Trap-Neuter-Vaccinate-Return (TNVR) programs are growing in popularity as alternatives to euthanizing feral cats, their ability to adequately address disease threats and population growth within managed cat colonies is dubious. Rabies transmission via feral cats is a particular concern as demonstrated by the significant proportion of rabies postexposure prophylaxis associated with exposures involving cats. Moreover, TNVR has not been shown to reliably reduce feral cat colony populations because of low implementation rates, inconsistent maintenance, and immigration of unsterilized cats into colonies. For these reasons, TNVR programs are not effective methods for reducing public health concerns or for controlling feral cat populations. Instead, responsible pet ownership, universal rabies vaccination of pets, and removal of strays remain integral components to control rabies and other diseases.

### Keywords

Cat; Vaccination; TNR; Release; Trap

### Introduction

The relationship between humans and domestic cats originated 10,000 years ago when modern cats diverged from wildcat ancestors to live among *Homo sapiens* in the Middle East (Southwest Asia) (Driscoll *et al.*, 2009). These cat ancestors spread throughout the Old World and eventually were brought to the Americas, where they are not native, by European settlers less than five hundred years ago (Lipinski *et al.*, 2008). Today, domestic cats persist

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in the United States as popular and beloved pets; however, effective control of the 60–100 million feral cats living throughout the country remains problematic (Jessup, 2004). While removal of unowned (“stray”) domestic animals has been the historical approach, these animal control programs are criticized for euthanizing cats that are not, or cannot, be adopted (Alley\_Cat\_Allies, 2012a). Recent focus has turned to Trap-Neuter-Release (TNR), Trap-Neuter-Vaccinate-Return (TNVR), and other similarly named programs as alternatives to euthanasia. These programs involve humane trapping of feral cats, sterilization surgery, and return to the environment, often but not always with vaccination against rabies and other diseases (Alley\_Cat\_Allies, 2012c). Such programs generate support and enthusiasm from many animal welfare advocates, yet these managed feral cat “colonies” are not innocuous. Feral cats can cause considerable mortality to local wildlife (Jessup, 2004, Hawkins *et al.*, 1999, Baker *et al.*, 2008), act as reservoirs for feline-specific diseases (Cohn, 2011, Al-Kappany *et al.*, 2011, Nutter *et al.*, 2004a), and transmit zoonotic diseases to humans (Nutter *et al.*, 2004a, McElroy *et al.*, 2010, CDC, 1995, CDC, 2008b). Additionally, claims by TNR advocates that managed colonies can reduce feral cat populations and control rodents are contradicted by research (Hawkins *et al.*, 1999, Castillo & Clarke, 2003, Longcore *et al.*, 2009, Gunther *et al.*, 2011). As such, communities deciding how to manage feral cat overpopulation are torn between the competing interests of cats, wildlife, and public health.

Rabies is a zoonotic disease of particular importance. The World Health Organization attributes more than 55,000 human deaths each year to rabies worldwide primarily in countries where canine rabies has not been controlled (WHO, 2005).. Effective rabies control programs in the United States limit human deaths attributed to rabies to just a few each year. However, up to 38,000 persons are estimated to receive rabies postexposure prophylaxis (PEP) annually due to a potential exposure (Christian *et al.*, 2009). In addition to PEP, vaccination of owned pets and removal of stray cats and dogs are also important in preventing human rabies mortality by reducing the opportunities for exposure. The interaction between cats and raccoons or other wildlife rabies reservoirs is the source of rabies infection by which cats may subsequently infect people. As a rabies vector, cats pose a disproportionate risk for potential human exposures compared to wildlife reservoir species in part because people, and especially children, are more likely to approach them. As such, potential exposures from cats of unknown vaccination history account for a substantial proportion of PEP administered annually in the U.S. (Moore *et al.*, 2000, Hensley, 1998). They also pose a considerable rabies risk to persons who are exposed but fail to recognize the need for PEP, as is sometimes the case with children (CDC, 2012). Thus, comprehensive rabies control requires continued implementation of current policies for animal vaccination and removal of strays, as well as administration of PEP following potential exposures. The policies outlined in the National Association of State Public Health Veterinarians (NASPHV) Compendium of Animal Rabies Control and Prevention specifically state that all cats be up-to-date on rabies vaccine, a daunting challenge for any caretaker with a sizable feral cat colony (National Association of State Public Health Veterinarians, 2011).

In this review, we focus on the impact of managed feral cats from a public health perspective. Special emphasis is given to rabies virus because it is often discounted as a risk by TNVR advocates (Alley\_Cat\_Allies, 2012b). In addition, we review scientific literature regarding the efficacy of TNVR programs to achieve rabies vaccination coverage and impact



feral cat populations. Lastly, we consider other community concerns that arise when addressing managed feral cat colonies and their impact on wildlife.

## Cats and the Threat of Rabies

Throughout the world, dogs are the rabies reservoir of greatest human health concern, causing 99% of human infections (WHO, 2005). In the U.S., however, the canine rabies virus variants have been recently eliminated and, as such, dogs are now a vector species for wildlife rabies instead of a reservoir. In 2010, 303 rabid cats were reported through national surveillance, compared to only 69 dogs (Blanton *et al.*, 2011). This 4-fold difference is in sharp contrast to the pattern reported in 1946 (prior to mass vaccination of dogs), when 8,384 rabid dogs were reported compared to only 455 cats (Held *et al.*, 1967). The dramatic decline in dog rabies from over 8,000 cases a year to fewer than a hundred was accomplished through policies that promote mass vaccination coverage and control of strays, but adherence to these policies appears limited for cats (National Association of State Public Health Veterinarians, 2011, CDC, 2008a). Legislation reflects this disparity; canine rabies vaccination is required by 38 states, but only 30 states require cats to be vaccinated (Blanton *et al.*, 2010). Because control tactics for cats are less emphasized, the number of reported rabies cases in cats has not declined in the same way as it has in dogs.

PEP has been crucial to the prevention of human deaths due to rabies following contact with rabid cats, where contact is defined as an exposure that could potentially transmit rabies virus. No national reporting system exists to quantify the proportion of PEP attributable to cat exposures, but estimates indicate that 16% of PEP administration in the US is likely due to cats and may account for the majority of PEP administration in some areas (Christian *et al.*, 2009). Some regions experience much higher rates of PEP from cat exposures. A study of 67 counties in Pennsylvania found that 44% of PEP administration was due to cats, most of which (82%) were feral, stray, or unowned (Moore *et al.*, 2000). Similarly, New York state attributes more PEP administration to cat exposures (32%) than any other species (Eidson & Bingman, 2010). Most striking, a study in Montgomery County, Virginia attributed 63% of PEP recommendations to stray cat exposures compared with only 8% for wild animal contact (Hensley, 1998). In this community, the high rate of PEP due to cats resulted in part from the lack of a county animal shelter facility for cats, illustrating the need for removal of feral and stray cats as a means of rabies control and PEP reduction.

The propensity to underestimate rabies risk from cats has led to multiple large-scale rabies exposures and potentially caused a recent case of clinical rabies. In 1994, 665 persons in New Hampshire received PEP following exposures to a rabid stray kitten of unknown history, one of the largest documented mass exposure events recorded in the US (CDC, 1995); for each person, exposure status was either sufficient for transmission or could not be determined because of the young age of those exposed. Similarly, contact with a rabid stray kitten found at a South Carolina softball tournament led to 27 individuals requiring and receiving PEP in 2008 based on exposure of open wounds or mucous membranes to the kitten's saliva (CDC, 2008b). Individuals who are exposed to saliva from rabid cats in an open wound or mucous membrane and are not administered PEP are at risk of developing rabies and death. During 2011, an 8 year old girl contracted rabies because no one was

aware of an exposure; investigation showed that she had petted and been scratched by stray cats around her school weeks before developing clinical signs, but because she recalled no animal bites and none of the cats captured after her illness were rabid, the definitive source of her infection was never identified (CDC, 2012). While this was an atypical case of human rabies with the child surviving, the vast majority of rabies victims die. Historically, exposures to rabid cats resulted in human fatalities in 1960 and 1975 (Anderson *et al.*, 1984). In addition to these reported human cases associated with exposures to cats, more than 25,000 cats are submitted for rabies diagnosis each year in the US to rule-out potential human exposures (Blanton et al., 2011). All of these examples illustrate both the real potential for feline rabies infection and potential for transmission to humans.

Human rabies fatalities are rare in the US thanks to the effectiveness of properly administered modern PEP, but treatment is expensive. Biologics alone cost in excess of \$2000 (Shwiff *et al.*, 2007). When mass exposure events occur, the monetary burden can be substantial; PEP for the New Hampshire mass exposure event referenced above totaled \$1.1 million (CDC, 1995). Also, while comparatively safe, it should be noted that severe adverse events have been rarely reported in association with rabies PEP (CDC, 2008a).

## Public Health and TNVR Programs

The ability of TNVR programs to achieve appropriate levels of rabies vaccination coverage in feral cat populations is doubtful. The current recommendations of the American Association of Feline Practitioners (AAFP) and the European Advisory Board on Cat Diseases (ABCD) state that kittens should be vaccinated against rabies between 12–16 weeks of age, boosted at a year, and then again at the interval recommended by the manufacturer (Richards *et al.*, 2006). Unfortunately, most cats in TNVR programs will only be trapped once in their lifetimes (Richards et al., 2006). While feral cats in managed colonies live far shorter lives on average than indoor cats, many can live at least six years (Levy *et al.*, 2003), and therefore one vaccine dose does not necessarily offer lifetime coverage. Additionally, annual trapping rates of less than 10% (Foley *et al.*, 2005) cannot reach a sufficient proportion of the population to establish and maintain herd immunity, even without accounting for declines in vaccine-induced immunity over time. Furthermore, the lack of consistent, verifiable documentation of vaccination for cats in TNVR programs makes it unlikely that vaccination would change practices regarding human exposure assessment and PEP. When a stray cat involved in an exposure to a human is captured, it is recommended that the animal be confined and observed for ten days or immediately euthanized and tested for rabies (CDC, 2008a). Generally, if the animal cannot be captured, persons should begin PEP. Given the challenges above, ongoing vaccination of colony cats in a TNVR campaign would not be likely to impact these recommendations or the risk assessment process.

Many other potential zoonotic and cat-specific diseases are harbored in feral cat populations in addition to rabies. Among these are bartonellosis, toxoplasmosis, plague, endo- and ectoparasites, feline immunodeficiency virus (FIV), feline leukemia virus (FeLV), and rickettsial diseases (Al-Kappany et al., 2011, Nutter *et al.*, 2004b, McElroy et al., 2010, Little, 2011). The feline immunosuppressive diseases (i.e. FIV and FeLV) are especially

important because they may predispose infected cats to developing additional viral, bacterial, or parasitic diseases that can be passed to humans or owned cats (Al-Kappany et al., 2011). Many of these diseases are prevalent at higher levels in feral cats compared to the owned pet population because outdoor access poses the greatest risk of infection (Little, 2011). Group-feeding of cats by colony caretakers puts cats at greater risk for contracting diseases whose transmission is augmented by increased animal density and contact rates among cats. Feline Respiratory Disease Complex (FRDC), a group of pathogens that lead to high morbidity in shelters, catteries, and colony feeding sites, is one such example (Cohn, 2011); however, other diseases are likely to be facilitated as well.

Group feeding also increases risk for contracting rabies and other wildlife diseases by enabling greater contact along the interface between cat colonies and wildlife reservoirs. A TNVR study in Florida reported that a feral cat feeding site attracted raccoons and opossums (Levy et al., 2003), and studies with rabies oral vaccine baits have shown cats sharing sites with these species as well as gray foxes (Olson *et al.*, 2000) (Figure 1). Feeding sites that attract raccoons, skunks, and foxes are particularly dangerous because these species are rabies reservoirs in the U.S (CDC, 2008a). Cross-species contact also allows feral cat populations to spread diseases to wildlife. In one study, about a third of raccoons and opossums sharing habitats with feral cats showed evidence of past infection with *Toxoplasma gondii*, a deadly zoonosis that requires felids to complete its life cycle (Fredebaugh *et al.*, 2011).

## Effectiveness of TNVR Programs

Other disease risks notwithstanding, maintaining adequate rabies vaccination coverage in feral cat populations is impractical, if not impossible. Therefore, these populations must be reduced and eliminated to manage the public health risk of rabies transmission. Traditional animal control policies have stressed stray animal control and removal since the 1940s (Held et al., 1967, Anderson et al., 1984), and such policies were a major factor in the decline of canine rabies in the US. In contrast, less emphasis on control and removal of stray cats is likely the cause of increased numbers of rabid cats compared to dogs (CDC, 2008a). TNVR programs claim to reduce stray cat populations over time, but evidence indicates that current implementations are unlikely to achieve declines in populations (Longcore et al., 2009). A study of 103 local colonies in Rome, Italy, found that while half of the colonies reported population decreases, virtually the same number were stable or showed increases (Natoli *et al.*, 2006) in spite of an active sterilization campaign and the adoption of most of the kittens being born in colonies. A Tel Aviv, Israel study similarly showed that two colony populations continued to grow even at 73–75% sterilization, mostly due to immigration from surrounding cat populations (Gunther et al., 2011). Likewise, managed cat colonies in two Florida parks increased in size despite TNR programs (Castillo & Clarke, 2003). These failures can be attributed in part to inadequate levels of sterilization. One model estimates that the percent sterilization needed to reduce feral cat populations is between 71% and 94%, levels that are rarely reached in real-world scenarios (Foley et al., 2005). Similarly, another study concluded that 90% sterilization is necessary to reduce feral cat populations (Jones & Downs, 2011).

Evidence from other model-based analyses of TNR programs showed that while TNR may be useful if broadly implemented in closed populations when no animals can immigrate into colonies (e.g. island settings), it is ineffective in open populations that more closely resemble most cat colonies in the U.S. (Schmidt *et al.*, 2009). Facing these challenges, many TNR programs only show positive results at temporarily reducing cat numbers when heavily subsidized by adoptions and assisted by colony cat emigration to other areas (Levy *et al.*, 2003). Moreover, while emigrants do technically reduce the number of cats living in a particular colony, they should not be interpreted as reducing the overall feral cat population. Thus, unless sterilization is nearly universal and unneutered cats are prevented from immigrating, colony populations do not decrease and eventually disappear with time, and may increase in response to supplemental feeding.

## Feral Cats and Wildlife

Exotic feral cats can have profound ecological effects on native species. As an obligate predator, this invasive species often preys on native wildlife. A study comparing an area with supplemental feral cat feeding to one without it found that the area with feeding had reduced abundance of native rodent and bird populations, illustrating that supplemental feeding attracts cats without substantially decreasing their hunting behavior (Hawkins *et al.*, 1999). When the quantitative effects of cat predation have been estimated, results are striking. One study in the United Kingdom observed sites where the estimated number of birds killed was greater than the number fledged for multiple passerine species (Baker *et al.*, 2008). Despite their ability to affect native bird and mammal populations, cats do not appear to significantly decrease populations of synanthropic pest species. Feeding sites do not show decreased populations of house mice, as access to a constant food source may increase their populations (Hawkins *et al.*, 1999). The difference in the effects of cats on native fauna compared to exotic rodents may be due to their coevolution with foreign pest species, which made pests better adapted to evasion of cats (Jessup, 2004). In addition to the risks posed by feral cats to biodiversity and ecosystems, several wildlife veterinarians and scientists question the logic of prioritizing feral cat welfare over the welfare of native prey animals (Jessup, 2004).

## Discussion

Rabies remains an important cause of human mortality throughout the world, but the effectiveness of control programs in the U.S. may subdue the collective memory of the significance of rabies. Despite the presence of enzootic rabies in nearly every state, only a few human deaths are reported each year in the U.S. This accomplishment is entirely the result of practical, effective public health policy and education in tandem with appropriate animal vaccines and vaccination schedules, use of PEP, and stray animal management.

Unfortunately, most current applications of TNR programs do not provide effective rabies vaccination coverage or cat population control. Current NASPHV rabies recommendations stipulate that all cats, dogs, and ferrets be current on rabies vaccinations. Within feral cat colonies, even those with TNR programs, compliance with national vaccination recommendations or laws that uphold them are likely to be impractical. Although most

caretakers provide food for colonies, adequate domestic animal care also requires prevention of disease and unmitigated breeding. Feeding of feral cat colonies sustains their populations, and it likely subjects them to increased disease transmission by increasing cat densities and contact rates at feeding sites (Jessup, 2004, Hawkins et al., 1999, Cohn, 2011). TNVR does not adequately meet feral cat population control needs that public health and animal welfare necessitate.

Feral cat population control should be conducted with the input of all invested stakeholders such that an effective and ethically acceptable method for controlling feral cats and their associated potential public health concerns can be achieved. One recent study, which modeled costs and benefits for TNVR as compared to trap and euthanize programs, found that in all scenarios trap and euthanize programs were cheaper to conduct and had a higher economic benefit (Lohr et al., 2012). However, that study found that the relative difference in benefits between both programs was reduced as the abandonment rate of cats in the community increased.

Domestic cats are an important part of American culture and provide companionship for millions of people. As such, it is important for public health institutions to take a science-based stance for effective and humane management of feral cat populations. While TNVR programs may be a component in controlling small populations of cats (particularly in closed population settings) it should not be endorsed as an effective approach by itself or as a method for mitigating health concerns related to feral cat colonies. Any stance should include objectives that are shown to reduce the disease burden on both the feral and owned populations of cats and to lessen the risk of zoonotic diseases, including rabies, to humans. Most importantly, any program focused on reducing feral cat populations should include components to reduce abandonment rates of cats. It is critical to educate cat owners on responsible pet ownership including the importance of maintaining a regular vaccination schedule, keeping records of these vaccinations for their cats, restricting their cats from roaming freely, and spaying and neutering to prevent unwanted kittens that will be abandoned rather than adopted to responsible homes. Furthermore, state and local governments will need to enact or enforce existing animal control laws to uphold these public health recommendations. In particular, requirements for rabies vaccination, requirements or incentives to spay or neuter, and prohibitions against free-roaming should be applied to cats as they are generally applied to dogs; they reflect standards of ownership that are appropriate for all domestic companion animals. By following these steps, feral cat populations and associated zoonotic diseases such as rabies can be better controlled. However, continued research to establish best practices for developing and effectively implementing comprehensive cat population control programs is warranted.

## Acknowledgments

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### Impacts

- Trap-Neuter-Vaccinate-Return (TNVR) programs are growing in popularity as alternatives to euthanizing feral cats
- Their ability to adequately address disease threats and population growth within managed cat colonies is not clear
- Appropriate animal control laws including removal of stray or unwanted cats should be enforced rather than relying on indirect population management strategies (e.g. trap, neuter, vaccinate, release programs) in order to control feral cat populations and reduce the risk of zoonotic diseases such as rabies.





**Figure 1.**  
Potential interaction between a cat and raccoon. (Credit: Alan Hopkins).



## Feral Cats

### Background Information

The domestic cat (*Felis catus*) is a common house pet, with an estimated 85 million pet cats nationwide. Of these, about 43 million spend some time outside. Additionally, there may be 60 to 100 million homeless stray and feral cats. Domestic cats are becoming a common feature not only of our backyards and city streets but also of our parks and other wild lands.

Domestic cats are descended from the wild cat of Africa and southwestern Asia and were domesticated by the Egyptians about 4,000 years ago. Animal behavior experts note that cats will hunt and kill even if well fed. Domestic cats are very effective predators on rabbits, squirrels, mice, lizards, snakes and many species of wild birds.



Feral and free-ranging (outdoor) cats will hunt and kill even if well fed, and that can make them a major threat to native wildlife. Unlike wild predators that switch to other prey or locations when food becomes scarce, domestic cats that are fed can afford to continue to hunt and kill prey even when prey populations decline.

### Domestic cats can have impacts on native wildlife:

- Domestic cats are not a part of Florida's natural ecosystem. A single individual free-ranging cat may kill 100 or more birds and mammals per year. Scientists in Wisconsin estimate that cats kill at least 7.8 million birds per year in that state alone. Even cats with bells on their collars kill or injure birds and small mammals.
- Cats compete with native wildlife and can spread disease. Outdoor cats have been identified as the primary host in the transmission of toxoplasmosis to wildlife, a disease which has caused death in manatees and other mammals.
- Domestic cats can create a nuisance and cause damage, such as killing poultry.
- Free-ranging cats can kill birds at bird feeders reducing opportunities for wildlife viewing.
- Cats can be a nuisance in gardens when they defecate and cover their feces by digging.

### Modify your actions to begin solving the cat problem.

[Expand All](#)

[Collapse All](#)

**Do not feed cats other than your own.**

Keep bird feeders away from bushes and underbrush where cats can hide.

---

Try to work problems out with your neighbors.

---

When all else fails you can trap the cat in a humane way and transport it to an animal shelter.

---

If you are a cat owner, be responsible.

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## The FWC and Feral Cats

The FWC's policy on feral cats is **"to protect native wildlife from predation, disease and other impacts presented by feral and free-ranging cats."**

This policy does **not** call for the FWC to kill cats, nor does it outlaw the practice of Trap-Neuter-Release. It is the foundation for FWC staff to interact with affected parties and develop science-based, humane solutions when cats impact wildlife - particularly on lands the Commission owns or manages.

## Helpful Definitions

For the purposes of this Web site, the term "free-ranging cats" applies to owned cats that spend all or a portion of their time outdoors where they may prey on wildlife. "Feral cats" are those cats that are not owned and exist in the wild. Feral cats can be born in the wild or may have only recently entered into the wild, but we make no attempt here to distinguish between these two groups. Feral animals can exist in the wild completely unaided by humans or they may be members of so-called "cat colonies" that receive varying levels of care and food from human caretakers.

## Helpful Links

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[Cats Indoors!](#)

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[Impact of Feral and Free-ranging domestic cats on wildlife](#)

The Florida Cats Indoors materials have been developed in partnership with the American Bird Conservancy.

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Pursuant to section 120.74, Florida Statutes, the Fish and Wildlife Conservation Commission has published its **2018**  
**Agency Regulatory Plan.**

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**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**

# Leon County Board of County Commissioners


## Agenda Item #9

April 23, 2019

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

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

**Title:** Request to Schedule the First and Only Public Hearing to Consider a Fourth Amendment to the Southwood Integrated Development Order for June 18, 2019 at 6:00 p.m.



<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 and Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Ryan Guffey, Concurrency Mgt. Planner, Development Services

### **Statement of Issue:**

This agenda item seeks approval to schedule the first and only Public Hearing to consider a fourth proposed amendment to the Southwood Integrated Development Order to re-designate a 17-acre Mixed Use Office Commercial parcel to Medium Density Residential. The proposed fourth amendment to the Integrated Development Order requires the approval of both the County and City Commissions and would allow the applicant to construct apartments on the subject property, which is located entirely within the City of Tallahassee.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Schedule the first and only Public Hearing to consider a fourth amendment to the Southwood Integrated Development Order for June 18, 2019 at 6:00 p.m.

## **Report and Discussion**

### **Background:**

On March 8, 2019, Carlton Fields Jordan Burt P.A., on behalf of the St. Joe Company, submitted an application to amend the Southwood Development of Regional Impact (Attachment #1). County and City approval are required to amend the Southwood integrated Development Order as requested by the applicant.

Southwood is a 3,222-acre mixed-use development located in the southeast area of the City of Tallahassee and Leon County. Due to the size and scope of the Southwood development, it is a Development of Regional Impact (DRI), pursuant to Florida Statutes Chapter 380. The DRI Development Order (DO) for Southwood was adopted by the City and County in 1999. The DO defines the plan of development of the Southwood DRI and requires the developer to fund a number of associated infrastructure improvements. The entirety of the site is zoned Planned Unit Development (PUD). The adopted PUD zoning district implements the specific requirements of the DRI DO and establishes the development standards for the project.

In 2018, Chapter 380.06, Florida Statutes, was amended to eliminate the DRI review process. Amendments to DRI's are no longer reviewed by the State of Florida or the Apalachee Regional Planning Council. Amendments to DRI's are strictly within the purview of the local governments in which a DRI is located.

This is the fourth amendment to the Southwood DRI DO. The first amendment was for the Independence Landing Project to serve adults with cognitive and developmental disabilities and was approved by the Board on October 23, 2018. The second amendment allowed a proposed 82,000 square foot addition to the Florida State University School (FSUS) and was approved on March 12, 2019. A third amendment, which consists of a proposed 9,000 square foot addition to Creative Day Care, an additional fifteen (15) beds for Pruitt Healthcare, and a change to the DRI transportation conversion table, is scheduled for Public Hearing at the Board's May 14, 2019 regular meeting.

### **Analysis:**

The St. Joe Company is seeking one master plan change as part of this fourth amendment to the Southwood DRI DO. The purpose of the amendment is to re-designate PID # 31-09-20-054-0000 from Mixed Use Office Commercial (MUOC-1) to Medium Density Residential (MDR-17). There is no change to the overall number of residential units allowed within the Southwood DRI. However, the acreages for each use has been updated within the Table in Exhibit B-1 (page 14 of Attachment #1). This proposed amendment would allow the applicant to construct apartments on the subject property, which is located entirely within the City of Tallahassee.

The fourth amendment to the Southwood Integrated Development Order is tentatively scheduled for consistency review by the Planning Commission at their May 7, 2019 Public Hearing. The outcome of the Planning Commission's Public Hearing will be included in the agenda item for the

Title: Request to Schedule the First and Only Public Hearing to Consider a Fourth Amendment to the Southwood Integrated Development Order for June 18, 2019 at 6:00 p.m.

April 23, 2019

Page 3

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Board's Public Hearing on June 18, 2019. In addition, the City of Tallahassee will also hold a Public Hearing on the proposed Amendment, which is tentatively scheduled for June 19, 2019.

**Options:**

1. Schedule the first and only Public Hearing to consider a fourth amendment to the Southwood Integrated Development Order for June 18, 2019 at 6:00 p.m.
2. Do not schedule the first and only Public Hearing to consider a fourth amendment to the Southwood Integrated Development Order for June 18, 2019 at 6:00 p.m.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Application for the Fourth Amendment to the Southwood Integrated Development Order.



215 S. Monroe Street | Suite 500  
Tallahassee, Florida 32301-1866  
P.O. Drawer 190 | Tallahassee, Florida 32302-0190  
850.224.1585 | fax 850.222.0398  
www.carltonfields.com



Darrin Taylor  
(850) 425-3398 – Direct  
dtaylor@carltonfields.com

Atlanta  
Hartford  
Los Angeles  
Miami  
New York  
Orlando  
Short Hills, NJ  
**Tallahassee**  
Tampa  
Washington, DC  
West Palm Beach

March 8, 2019

Dave McDevitt, Director  
Development Support and Environmental Management  
Renaissance Center  
435 North Macomb, Second Floor  
Tallahassee, Florida 32301

Dave:

On behalf of the St. Joe Company, we are submitting an application to amend the Southwood Development of Regional Impact (DRI). The purpose of the amendment is to re-designate DRI parcel MUOC-1 as MDR-17. MUOC-1 (Parcel ID#3109200540000) is located along Capital Circle Southeast just south of Old St. Augustine Road. MUOC-1 is currently approved for office/commercial uses. The DRI parcel is directly adjacent to the existing 47 acre MDR-14 to the south. This change would simply create a new 17 acre multi-family parcel MDR-17 to replace all of the existing MUOC-1. No change in residential units would be required. A location map highlighting the location of the proposed change is included as **Exhibit 1**. An analysis to support the proposed change is also attached. An application is also being submitted to the City of Tallahassee since both jurisdictions must approve this amendment.

If you have any questions please contact me at (850) 425-3398 or via email at dtaylor@carltonfields.com.

Sincerely,

Darrin F. Taylor

**REQUEST FOR DEVELOPMENT ORDER AMENDMENT TO  
THE SOUTHWOOD DRI**

(4<sup>th</sup> Amendment to the Integrated Development Order)

*Prepared for:*

**THE ST. JOE COMPANY  
133 SOUTH WATERSOUND PARKWAY  
WATERSOUND, FLORIDA 32413**

*Prepared by:*

**CARLTON FIELDS, P.A.  
215 SOUTH MONROE, SUITE 500  
TALLAHASSEE, FLORIDA 32302**

**MARCH 2019**

## PROPOSED 4<sup>TH</sup> AMENDMENT TO THE INTEGRATED SOUTHWOOD DRI DEVELOPMENT ORDER

The St. Joe Company is the master developer of the Southwood DRI. Southwood is a 3,322 acre development of regional impact (DRI) located in both the City of Tallahassee and unincorporated Leon County along Capital Circle Southeast. A location map for the Southwood DRI is included as Exhibit 1. The Developer is proposing the 4<sup>TH</sup> Amendment to the Integrated Southwood DRI Development Order. The amendment is to re-designate DRI parcel MUOC-1 as MDR-17. MUOC-1 (Parcel ID#3109200540000) is located along Capital Circle Southeast just south of Old St. Augustine Road. MUOC-1 is currently approved for office/commercial uses. The DRI parcel is directly adjacent to the 47 acre MDR-14 to the south. This change would create a new 17 acre parcel MDR-17 which would include all of the existing MUOC-1. No change in residential units would be required. A location map highlighting the location of the proposed change is included as Exhibit 1.

**Applicant (name, address, phone).**

John M. Curtis, Jr., Community Manager  
The St. Joe Company  
3196 Merchants Row Boulevard  
Suite 140  
Tallahassee, Florida 32311  
(850) 402-5148

**Authorized Agent (name, address, phone).**

Darrin Taylor, AICP  
Carlton Fields, P.A.  
215 South Monroe, Suite 500  
P.O. Drawer 190  
Tallahassee, Florida 32302  
(850) 224-1585  
[dtaylor@carltonfields.com](mailto:dtaylor@carltonfields.com)

**Location of approved DRI and proposed change.**

See attached Location Map – see Exhibit 1

**Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval. Indicate such changes on the project master site plan, supplementing with other detailed maps, appropriate.**

The Developer is proposing to re-designate the existing DRI parcel MUOC-1 as MDR-17. MUOC-1 is currently approved for office and commercial uses. This change would remove MUOC-1 and replace with a new 17 acre multi-family parcel MDR 17. The existing MDR-14 is a 47 acre multi-family parcel directly adjacent to the new parcel. Creating the new MDR-17

would not create any incompatibility issues and is not in conflict with the Southwood DRI development order or the Tallahassee-Leon County Comprehensive Plan. Finally, the change will not require any change in residential units. The Developer will simply place already approved residential units within the new MDR-17.

The revised DRI master plan showing the new MDR-17 and the removal of MUOC-1 is included as **Exhibit 2**.

**List all the dates and resolution numbers (or other appropriate identification numbers) of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government.**

The City of Tallahassee and Leon County have both adopted the development order for the Southwood DRI. The City adopted the DRI development order on April 28, 1999 and Leon County adopted the development order on April 27, 1999. There have been eight amendments (7 Notification of Proposed Change and 1 administrative amendment) which were all incorporated into the Integrated Development Order adopted by the City of Tallahassee on October 25, 2017 and Leon County on November 14, 2017.

The First Amendment to the Integrated Development Order was adopted on October 17, 2018 by the City of Tallahassee and by Leon County on October 23, 2018. This amendment added the Independence Landing project to Southwood.

The St. Joe Company in conjunction with the Florida State University School submitted the 2<sup>nd</sup> amendment to the Integrated Development Order on December 11, 2018. This amendment is currently under review and is scheduled for adoption hearings in March, 2019 by the City and County Commissions.

The St. Joe Company submitted the 3<sup>rd</sup> amendment to the Integrated Development Order on February 8, 2019. This amendment is currently under review and is scheduled for adoption hearings in June, 2019 by the City and County Commissions.

There have also been numerous permit extension notification notices filed by St. Joe extending the DRI phase, buildout and termination dates as well as required mitigation. These extensions were Legislature authorized extensions.

**Does the proposed change result in a change to the buildout date or any phasing date of the project? If so, indicate the proposed new buildout or phasing dates.**

No change in dates proposed.

**Will the proposed change require an amendment to the local government comprehensive plan?**

No.

**An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development order conditions.**

See Exhibit 2 for the updated master plan.

**Include the precise language that is being proposed to be deleted or added as an amendment to the development order.**

Language changes related to this proposed DO amendment are found in the proposed ordinance adopting this amendment to the Southwood DRI Development Order attached as Exhibit 2.

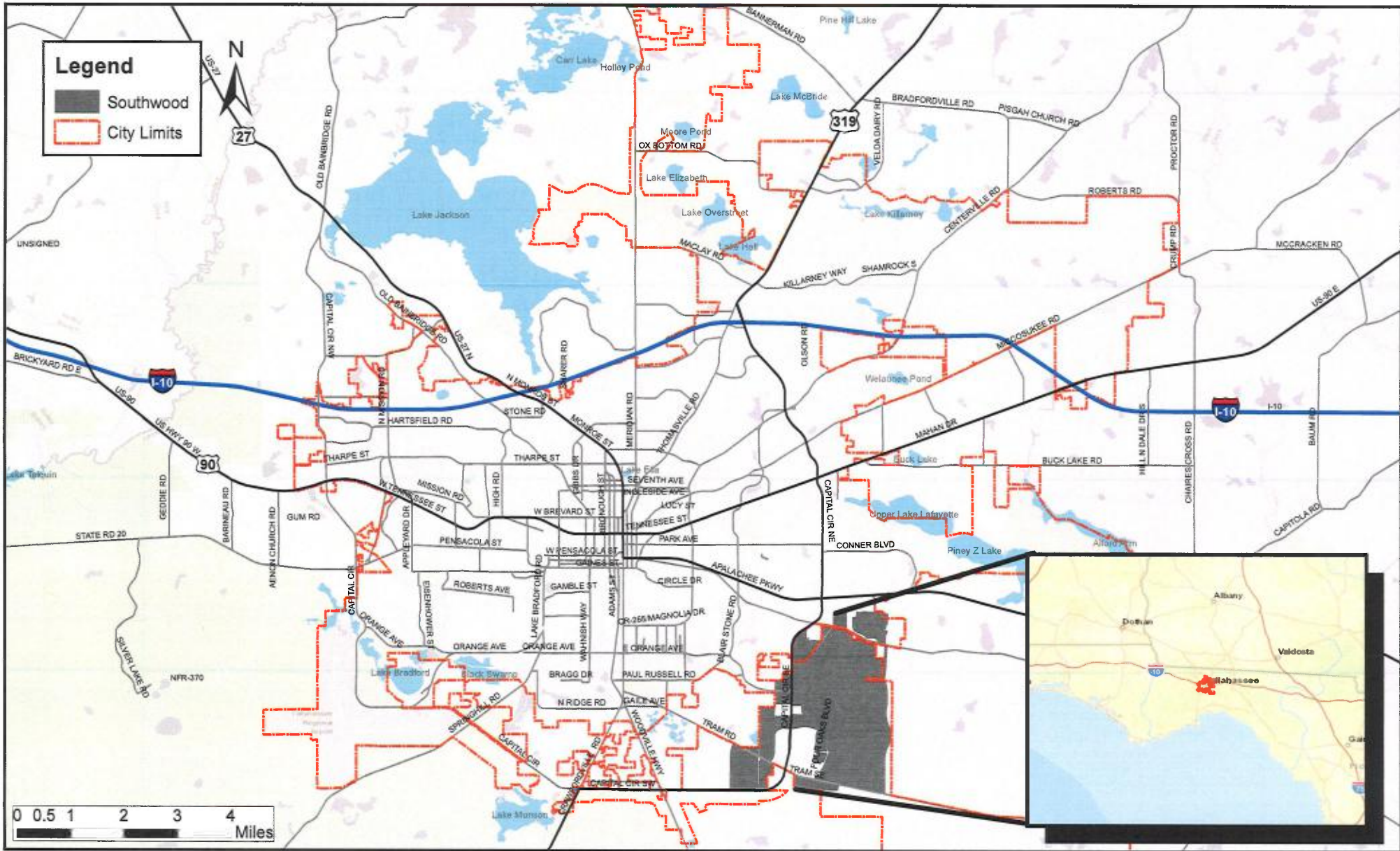
**EXHIBITS**

**EXHIBIT 1**            LOCATION MAP OF SOUTHWOOD DRI

**EXHIBIT 2**            PROPOSED DRI DO AMENDMENT WITH REVISED EXHIBITS

# EXHIBIT 1

## LOCATION MAP OF SOUTHWOOD DRI



Southwood Location Map





## **EXHIBIT 2**

### **PROPOSED DRI DO AMENDMENT**

FOURTH AMENDMENT TO THE INTEGRATED DEVELOPMENT ORDER  
FOR THE SOUTHWOOD DEVELOPMENT OF REGIONAL IMPACT

WHEREAS, the Southwood Development of Regional Impact (DRI) is a mixed use development on approximately 3,322 acres located in the City of Tallahassee and in unincorporated Leon County, Florida; and

WHEREAS, the original development order for the Southwood DRI was issued in 1999; and

WHEREAS, the original development order was amended by the Integrated Development Order, 1999-2017 (the "Integrated Development Order"), approved by the Tallahassee City Commission on October 25, 2017 and the Leon County Board of County Commissioners on November 14, 2017; and

WHEREAS, the first amendment to the Integrated Development Order was approved by the Tallahassee City Commission on October 17, 2018 and the Leon County Board of County Commissioners on October 23, 2018 which approved the Independence Landing project; and

WHEREAS, the second amendment to the Integrated Development Order was approved by the Tallahassee City Commission on March 27, 2019 and the Leon County Board of County Commissioners on March 12, 2019 which approved the FSUS school expansion; and

WHEREAS, the third amendment to the Integrated Development Order was approved by the Tallahassee City Commission on May 15, 2019 and the Leon County Board of County Commissioners on May 14, 2019 which approved the conversion of commercial and hotel rooms to create additional day care and ALF, the creation of a conversion matrix and an amendment to the trails map; and

WHEREAS, the St. Joe Company on March 8, 2019 submitted an application to amend the Integrated Development Order (the "Amendment") to re-designate DRI parcel MUOC-1 as MDR-17 making a new 17 acre multi-family parcel within the DRI; and

WHEREAS, the Tallahassee City Commission held a public hearing on **DATE**, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and land development regulations; and

WHEREAS, the Leon County Board of County Commissioners held a public hearing on **DATE**, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and the land development regulations.

NOW THEREFORE, IT IS HEREBY ORDERED BY THE CITY COMMISSION OF THE CITY OF TALLAHASSEE, FLORIDA AND THE LEON COUNTY, BOARD OF COUNTY COMMISSIONERS:

Section 1. Exhibit B-1 to the Integrated Development Order is deleted and replaced with Amended Exhibit B-1, attached hereto.

Section 2. Exhibit B-2 to the Integrated Development Order is deleted and replaced with Amended Exhibit B-2, attached hereto.

Section 3. Exhibit C to the Integrated Development Order is deleted and replaced with Amended Exhibit C, attached hereto.

Section 4. Except as amended herein, the terms and provisions of the Integrated Development Order shall remain in full force and effect.

Section 5. This Amendment shall take effect upon approval by the Tallahassee City Commission and the Leon County Board of County Commissioners.

Passed and Approved by the City of Tallahassee City Commission on **DATE**, 2019.

CITY OF TALLAHASSEE

By: \_\_\_\_\_  
John Dailey  
Mayor

ATTEST:

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

APPROVED AS TO FORM:  
Tallahassee City Attorney's Office

By: \_\_\_\_\_  
Cassandra K. Jackson  
City Attorney

DULY PASSED AND APPROVED by the Leon County, Florida, Board of County Commissioners this **DATE** day of **Month**, 2019.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

ATTESTED BY:

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

EXHIBIT B-1  
SOUTHWOOD DRI DEVELOPMENT PROGRAM

DRI LAND USES	Phase 1 (1999-2010)		Phase 2a (2005-2027)		Phase 2b (2020-2027)		PROJECT TOTAL	
	Acres	BU/GSF	Acres	BU/GSF	Acres	BU/GSF	Acres	BU/GSF
Residential 1)								
Single Family	455	1,048 DU	489	1,026 DU			944	2,074 DU
Multi-Family	96	777 DU	<del>311</del> 294	2,319 DU			<del>407</del> 390	3,096 DU
SUBTOTAL	551	1,825 DU	<del>800</del> 783	3,345 DU			1,35134	5,170 DU
Commercial (Wholesale, Retail & Service) (2)	149	287,000 GSF	191	480,728 GSF	197	12,502 GFS	537	780,230 GSF
Office (2)	130	500,000 GSF	<del>174</del> 91	150,000 gfs	197	1,544,117 GSF	<del>491</del> 508	2,194,117 GSF
Hotel (2)			191	162 rooms	197		388	162
Industrial			55	402,000 GFS	138	2,328,381 GSF	193	2,630,381 GSF
Educational/Institutional								
Educational Institutional (3)	148	230,000 GFS		255,000 GFS	29		177	485,000 GSF
SUBTOTAL		230,000 GFS						485,000 GFS
Recreation & Open Space								
Central Park (4)	125						125	
Community Park (5)	195						195	
North Park			36				36	
Golf Course/Clubhouse	214						214	
Other Open Space & Buffers (6)	772		25				797	
SUBTOTAL	1306		61				1,367	
TOTALS (7)	2,125		1,003		194		3,322	

Notes:

1. Single family and multi-family residential acreages include 59 acres of Town Center. The remaining 32 acres of Town Center is included in both the Commercial and Office category.
2. Acreage identified for Office and Commercial in the original development order did not reflect the land necessary to support Office or Commercial. The mixed-use pods were always intended to be the location for Office and Commercial uses. In addition, 17,000 GSF of Commercial may be located at the Historic House overlay as a sales center.
3. Up to 31,000 GSF of Phase 1 Commercial may be converted into Phase 1 Institutional to be located in all pods except areas designated for Recreation and Open Space at a rate of 203 GSF Institutional for 100 GSF Commercial. Any conversion of Commercial to Institutional must be reported in the next required Annual Report.
4. Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.
5. Community Park includes 42 acres of active recreation uses and 153 acres of passive recreation/open space/conservation uses. Refer to ADA Figure 26.2.
6. Other Open Space and Buffers includes open space corridors throughout the project (see ADA Figure 26.1) as well as the 86 acre stormwater management facility site south of Tram Road.
7. Commercial, Office, Hotel and Industrial Acreages may include the same pods in multiple categories to reflect the wide range of allowable uses within various land uses. Refer to exhibit B-2 for specific pod acreages.

EXHIBIT B-2  
SOUTHWOOD DRI PHASING PROGRAM

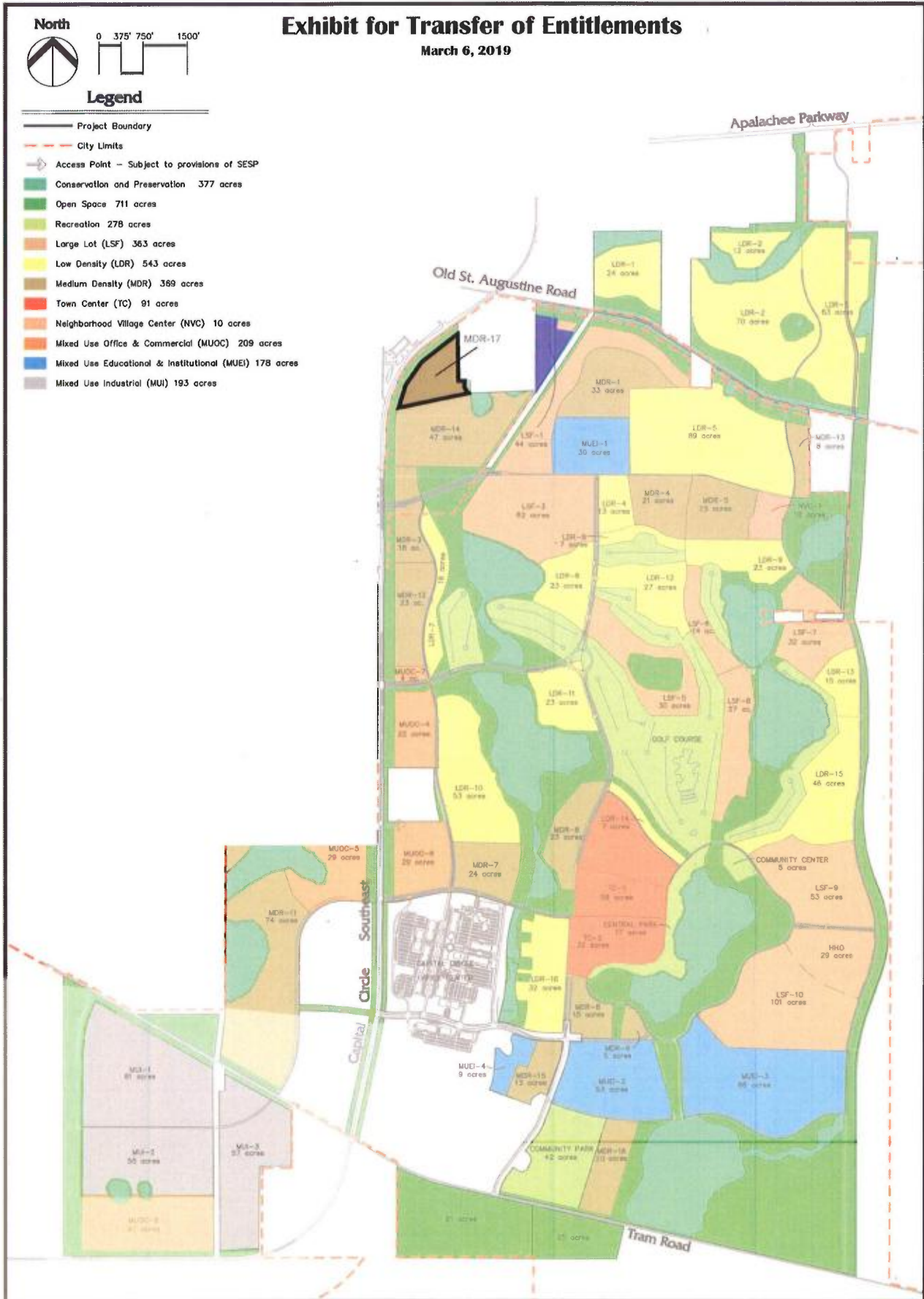
PHASE 1			PHASE 2a			PHASE 2b <sup>1</sup>		
POD	LAND USE	ACRES <sup>2</sup>	POD	LAND USE	ACRES <sup>2</sup>	POD	LAND USE	ACRES <sup>2</sup>
LSF-6	LARGE LOT RESIDENTIAL	14	LSF-1	LARGE LOT RESIDENTIAL	44	TC-1 <sup>4,5</sup>	TOWN CENTER (MIXED USE)	See Ph.1
LSF-8	LARGE LOT RESIDENTIAL	27	LSF-3	LARGE LOT RESIDENTIAL	62	TC-2 <sup>4,5</sup>	TOWN CENTER (MIXED USE)	See Ph.1
LSF-9	LARGE LOT RESIDENTIAL	53	LSF-5	LARGE LOT RESIDENTIAL	30	<b>SUBTOTAL</b>		<b>0</b>
LSF-10	LARGE LOT RESIDENTIAL	101	LSF-7	LARGE LOT RESIDENTIAL	32	NVC-1 <sup>6</sup>	NEIGHBORHOOD VILLAGE CENTER	See Ph.2a
<b>SUBTOTAL</b>		<b>195</b>	<b>SUBTOTAL</b>		<b>168</b>	<b>SUBTOTAL</b>		<b>0</b>
LDR-6	LOW DENSITY RESID.	23	LDR-1	LOW DENSITY RESID.	24	MUOC-1 <sup>7</sup>	OFFICE/COMMERCIAL	See Ph.2a
LDR-10	LOW DENSITY RESID.	53	LDR-2	LOW DENSITY RESID.	82	<b>SUBTOTAL</b>		<b>0</b>
LDR-11	LOW DENSITY RESID.	23	LDR-3	LOW DENSITY RESID.	63	MUI-1 <sup>8</sup>	RESEARCH & DEVELOPMENT	See Ph.2a
LDR-12	LOW DENSITY RESID.	27	LDR-4	LOW DENSITY RESID.	13	MUI-3 <sup>8</sup>	RESEARCH & DEVELOPMENT	See Ph.2a
LDR-13a	LOW DENSITY RESID.	11	LDR-5	LOW DENSITY RESID.	89	<b>SUBTOTAL</b>		<b>0</b>
LDR-14	LOW DENSITY RESID.	7	LDR-7	LOW DENSITY RESID.	16	MUEI-1 <sup>9</sup>	EDUCATIONAL/INSTITUTIONAL	See Ph.2a
LDR-15	LOW DENSITY RESID.	48	LDR-8	LOW DENSITY RESID.	7	<b>SUBTOTAL</b>		<b>0</b>
LDR-16	LOW DENSITY RESID.	32	LDR-9	LOW DENSITY RESID.	23		DEVELOPED <sup>4,5</sup>	194
<b>SUBTOTAL</b>		<b>222</b>	LDR-13b	LOW DENSITY RESID.	4		<b>TOTAL</b>	<b>194</b>
MDR-6a	MED. DENSITY RESID.	8	<b>SUBTOTAL</b>		<b>321</b>			
MDR-7	MED. DENSITY RESID.	24	MDR-1	MED. DENSITY RESIDENTIAL	33			
MDR-8	MED. DENSITY RESID.	15	MDR-3	MED. DENSITY RESIDENTIAL	18			
MDR-9	MED. DENSITY RESID.	5	MDR-4	MED. DENSITY RESIDENTIAL	21			
MDR-12	MED. DENSITY RESID.	23	MDR-5	MED. DENSITY RESIDENTIAL	25			
<b>SUBTOTAL</b>		<b>75</b>	MDR-6b	MED. DENSITY RESIDENTIAL	15			
TC-1	TOWN CENTER (MIXED USE)	59	MDR-10	MED. DENSITY RESIDENTIAL	20			
TC-2	TOWN CENTER (MIXED USE)	32	MDR-11	MED. DENSITY RESIDENTIAL	74			
<b>SUBTOTAL</b>		<b>91</b>	MDR-13	MED. DENSITY RESIDENTIAL	8			
MUOC-2	OFFICE/COMMERCIAL	33	MDR-14	MED. DENSITY RESIDENTIAL	47			
MUOC-4	OFFICE/COMMERCIAL	22	MDR-15	MED. DENSITY RESIDENTIAL	13			
			MDR-16	MED. DENSITY RESIDENTIAL	20			
			MDR-17	MED. DENSITY RESIDENTIAL	17			
MUOC-6	OFFICE/COMMERCIAL	29	<b>SUBTOTAL</b>		<b>311</b>			
MUOC-7	OFFICE/COMMERCIAL	4	TC-1 <sup>4</sup>	TOWN CENTER (MIXED USE)	See Ph.1			
<b>SUBTOTAL</b>		<b>88</b>	TC-2 <sup>4</sup>	TOWN CENTER (MIXED USE)	See Ph.1			
MUEI-2	EDUCATIONAL/INSTITUTION	53	<b>SUBTOTAL</b>		<b>0</b>			
MUEI-3	EDUCATIONAL/INSTITUTION <sup>1</sup>	86	MUOC-1	OFFICE/COMMERCIAL	47			
MUEI-4	EDUCATIONAL/INSTITUTION	9	MUOC-3	OFFICE/COMMERCIAL	28			
<b>SUBTOTAL</b>		<b>148</b>	MUOC-5	OFFICE/COMMERCIAL	29			
REC	COMMUNITY PARK	42	MUOC-8	OFFICE/COMMERCIAL	47			
REC	CENTRAL PARK/COMM. CTR	22	<b>SUBTOTAL</b>		<b>104</b>			
REC	GOLF COURSE	214	NVC-1	NEIGHBORHOOD VILLAGE CTR	10			
<b>SUBTOTAL</b>		<b>278</b>	<b>SUBTOTAL</b>		<b>10</b>			
	DEVELOPED	1,097	MUI-1	RESEARCH & DEVELOPMENT	81			
	OPEN SPACE	1,028	MUI-2	RESEARCH & DEVELOPMENT	55			
	<b>TOTAL</b>	<b>2,125</b>	MUI-3	RESEARCH & DEVELOPMENT	57			
			<b>SUBTOTAL</b>		<b>193</b>			
			MUEI-1	EDUCATIONAL/INSTITUTIONAL	29			
			MUEI-2 <sup>5</sup>	EDUCATIONAL/INSTITUTIONAL	53			
			MUEI-3 <sup>5</sup>	EDUCATIONAL/INSTITUTIONAL	86			
			<b>SUBTOTAL</b>		<b>168</b>			
			PARK	NORTH PARK (OPEN SPACE)	36			
			<b>SUBTOTAL</b>		<b>36</b>			
				DEVELOPED <sup>4,5</sup>	1,275			



	OPEN SPACE	61
	TOTAL	1,336

NOTES

- 1. Prior to commencement of development of Phase 2b entitlements, an updated traffic analysis that addresses cumulative impacts of Phases 1 through 2b will be provided by the Developer to the review agencies as a substantial deviation for review for transportation impacts only. Until such time as the Phase 2b entitlements are sought, the lands identified as being in Phase 2b may be developed with available entitlements from Phase 2a.
- 2. Acreage projections for each development pod on this table and on Map H are approximate and may vary based upon final survey and platting.
- 3. Phase 1 development of MUEI-3 limited to 56,000 GSF and ancillary athletic fields.
- 4. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phases 2a and 2b.
- 5. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 1, and represents developer's ability to develop up to the stated acreage in Phase 2a.
- 6. The referenced pod, land use, and acreage is inclusive of the same pod referenced in Phase 2a, and represents developer's ability to develop up to the stated acreage in Phase 2b.



Approved as to form:  
Leon County Attorney's Office  
Suite 217, 301 South Monroe St.  
Tallahassee, FL 32303



**Applicant's Affidavit of Ownership  
& Designation of Agent**

Leon County  
Board of County Commissioners  
  
Department of Development Support &  
Environmental Management  
435 North Macomb St.  
Tallahassee, FL 32301  
  
Phone#: (850) 606-1300  
Fax#: (850) 606-1301

Application is hereby made to obtain approvals and permit(s) to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction and development of land in this jurisdiction.

**Section 10-4.201. Permit requirements**

Section 10-4.201(a) of Leon County Code of Laws states:

- (a) *Environmental management permit.* Prior to engaging in any development activity, and prior to removing, damaging, or destroying any protected tree, the person proposing to engage in such activity and the owner of the land on which such activity is proposed to occur shall first apply for and obtain an environmental management permit, or a right-of-way placement permit, general permit, or silviculture permit, where appropriate pursuant to subsections(c), (d), or (e). For purpose of applying for and obtaining a permit, the term "owner" shall include the following: fee simple owner; easement holder; life tenant; tenant with a written lease specifically authorizing the tenant to secure permits; and federal, state, and local governmental entities and utilities with rights to entry, easements or other interests in real property.

**Section 10-7.107 Compliance**

Section 10-7.107(a) & (b) of Leon County Code of Laws states:

- (a) No subdivision of any lot, tract, or parcel of land shall be effected, no street, sanitary sewer, septic tank, wells, storm sewer, water main, or other facilities in connection therewith shall be laid out, constructed, opened, or dedicated for public use or travel, or the common use of occupants of buildings abutting thereon, nor site development commenced, except in strict accordance with the provisions of this article and applicable Florida Statutes.
- (b) No person, developer, applicant or any other legal entity or association shall create a subdivision of land or develop any lot within a previously approved subdivision or undertake development on a parcel anywhere in the unincorporated area of the county except in conformity with this article. No subdivision shall be platted or recorded unless such subdivision meets all the applicable county ordinances, and those of any applicable laws of the state, and has been approved in accordance with the requirements of this article.

**In order for this application to be considered complete, the applicant must sign and date this affidavit of ownership in the presence of a Notary Public.**

**Deed Restrictions and Covenants**

Prior to pursuing an environmental permit application, applicants should review any Deed Restrictions and/or Covenants which may apply to a particular site. Applicants should be aware that Deed Restrictions or Covenants are private civil issues and therefore are not enforced or reviewed by the County.

Based on this information, I hereby acknowledge that I have been advised that I should seek out and obtain information on my own to identify if there are any Deed Restrictions and/or Covenants on the use of the site associated with this permit application. \_\_\_\_\_ Owner's Initials

**Public Record Information**

Chapter 119, Florida Statutes, Section 119.071(4)(c)(d) Subparagraphs 1-8 exempt the public release of select information pertaining to the name, address, and phone numbers of certain public employees, e.g. law enforcement personnel, their spouses and children. Do you or your spouse fall into one of these protected categories? Yes \_\_\_ No \_\_\_.

If so, do you want the exempt information that is included on this application withheld from the public, or from any official public record request? Yes \_\_\_ No \_\_\_.

The authenticity of the request to withhold this specific information from the public as specified in Chapter 119, Florida Statutes is subject to verification by this Department. \_\_\_\_\_ Owner's (s')Initials

E - 1

**OWNER'S CERTIFICATION**

I (we), Marek Bakun, certify that I (we) am (are) the owner(s), as defined by Sections 10-1.101 and 10-4.201(a) of the Leon County Code of Laws, of the property described herein. Parcel I.D.# 3109 2005 40000 (For each additional parcel, a new affidavit form is required)

OWNER'S (S') NAME :

The St. Joe Company

OWNER'S (S') ADDRESS:

Southwood - Capital Circle SE and Tram Road

CITY COUNTY STATE ZIP CODE

Tallahassee Leon Florida

APPLICANT(S) SIGNATURE: DATE APPLICATION COMPLETE:

**I. DESIGNATION OF APPLICANT'S (S') AGENT (Leave blank if not applicable)**

As the owner(s) of the above-designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief.

Applicant's Agent: Carlton Fields/Darrin Taylor

Contact Phone: (850) 425-3398

Telephone No.: (850) 224-1585

Address: 215 S. Monroe Street, Suite 500, Tallahassee, FL 32301

**II. NOTICE TO OWNER (S)**

A. All changes in ownership and applicant's agent prior to issuance shall require a new affidavit. If ownership changes, the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below (i.e., limited to obtaining a Certificate of Concurrence for the parcel; limited to obtaining a land use compliance certificate; etc.).

**C. ACCESS TO PROPERTY**

By submitting this application, I (we) am (are) providing permission for Leon County personnel to inspect at reasonable times the property and work required under any permit issued under this application for compliance with applicable codes as specified in Leon County's Code of Laws, Chapter 10, Section 10-1.105 and 10-4.212. Unless the inspection requires entry into a private residence, no further permission will be required. Owner's (s') Initials \_\_\_\_\_

**NOTARY PUBLIC - CROSS THROUGH NOTARY SECTIONS NOT USED**

STATE OF: Florida COUNTY OF: Walter

For an individual or individuals acting in his, her or their own right; or

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, by \_\_\_\_\_, (name of person acknowledging) who is personally known to me or who has produced \_\_\_\_\_ as identification. (type of identification produced)

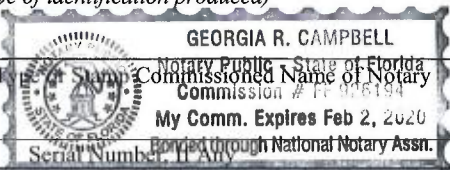
For Corporation or Governmental Entity; or

Sworn to (or affirmed) and subscribed before me this 5<sup>th</sup> day of March, 2019, by Marek Bakun Community Manager, Southwood of The St. Joe Company, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification. (type of identification produced)

For Partnership

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, (name of acknowledging partner) partner on behalf of \_\_\_\_\_, a partnership (name of partnership) He/she is personally known to me, or has produced \_\_\_\_\_ as identification. (type of identification produced)

Georgia R. Campbell  
Signature of Notary



NOTARY SEAL

Title or Rank

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

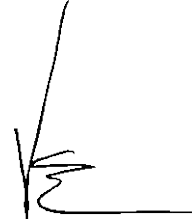
## Agenda Item #10

April 23, 2019

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

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

**Title:** Plat of the Brookside Village Subdivision



---

<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 Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director, Engineering Services
<b>Lead Staff/ Project Team:</b>	Joseph D. Coleman, P.S.M., County Surveyor Kim Wood, P.E., Chief of Engineering Coordination

### **Statement of Issue:**

In accordance with Leon County land development regulations for the recording of a plat in the Public Records, this item seeks Board approval of the plat of the Brookside Village Subdivision subject to an inspection and certification by the County Engineer and seeks Board authorization for the County Administrator to accept the Performance Agreement and Surety Device in a form to be approved by the County Attorney.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the plat of Brookside Village Subdivision for recording in the Public Record contingent upon staff's final review and approval (Attachment #1) and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).

## **Report and Discussion**

### **Background:**

In accordance with Leon County land development regulations, this item seeks Board approval of the plat of the Brookside Village Subdivision for recording in the Public Records and acceptance of the associated Performance Agreement and Surety Device. The Brookside Village Subdivision was conditionally approved by Development Review Committee (DRC) as a Type "B" site and development plan on August 16, 2017. Subsequently, the project was appealed to the Florida Department of Administrative Hearings who recommended that the Board enter a final order approving the project, subject to the conditions outlined by the DRC in its Written Preliminary Decision (WPD) dated August 18, 2017. The Board approved the project at a public hearing on January 23, 2018. The DRC approved the final site and development plan on May 7, 2018 (Attachment #3). The development being platted consists of 35.18 acres containing 61 residential lots.

As per Chapter 10, Article VII, Division 6 of the Leon County Code of Laws, plats submitted to the Board of County Commissioners for approval must meet all requirements of Chapter 10 and be certified by the County Engineer. Once approved, the original approved plat will be forwarded to the Clerk of Court for recording in the public records.

### **Analysis:**

The Brookside Village Subdivision is located in Sections 19 and 30; Township 2 North; Range 1 East, on the north side of Ox Bottom Road approximately 0.34 miles east of the intersection of Meridian and Ox Bottom Roads (Attachment #4).

The developer is requesting the Board's approval prior to final review being completed due to date-sensitive contractual obligations. As of the date of the preparation of this agenda, the plat has been circulated and is still under review by the appropriate departments and agencies. The plat presented herein is a conditional final plat, in that it is substantially complete. However, the developer has submitted a request for a minor modification of the site plan, which if approved would include an additional drainage easement be dedicated to the public. Other than the proposed minor modification, staff does not anticipate any additional changes other than corrections to the text, joinder references, and any corrections required by Chapter 177 (F.S.) compliance.

There is some infrastructure that is yet to be completed. The County Engineer has reviewed these items and inspection reports and recommends a Performance Agreement and Surety Device in the amount of \$1,016,275 as guarantee for completion of these items. Staff recommends the Board accept the plat and approve recording upon completion of final review and confirmation of approval from reviewing departments and agencies. Should there be a need for any substantive changes to the plat, staff will resubmit it to the Board at a future regularly scheduled meeting for ratification.

**Options:**

1. Approve the plat of Brookside Village Subdivision for recording in the Public Record, contingent upon staff's final review and approval (Attachment #1) and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).
2. Do not approve the plat of Brookside Village Subdivision for recording in the Public Record, contingent upon staff's final review and approval, and do not accept the Performance Agreement and Surety Device.
3. Board direction.

**Recommendation:**

Option # 1

**Attachments:**

1. Plat of Brookside Village Subdivision
2. Performance Agreement and Surety Device
3. Development Review Approval Memo
4. Location Map

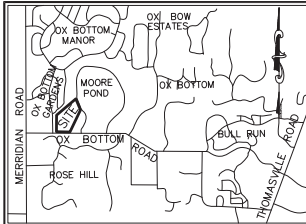




( IN U.S. FEET )  
1 inch = 200 ft.

# BROOKSIDE VILLAGE

A SUBDIVISION LYING IN SECTIONS 19 AND 30, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY, FLORIDA



VICINITY MAP (NOT TO SCALE)

**LEGEND**

- C.O.T. = CITY OF TALLAHASSEE
- S.W.M.F. = STORM WATER MANAGEMENT FACILITY
- HOA = HOME OWNERS ASSOCIATION
- MAINT. = MAINTENANCE
- ESMT. = EASEMENT
- TYP. = TYPICAL
- D.E. = DRAINAGE EASEMENT
- CONS. ESM. = CONSERVATION EASEMENT
- CRT. = COURT
- O.S. = OPEN SPACE
- R/W = RIGHT OF WAY
- Δ = Point not set or found
- FCM = Found Concrete Monument (4" x 4")
- FR = Found Iron Rod (5/8")
- FRIC = Found Iron Rod & Cap (5/8") #7160
- SCM = Set 4" x 4" Concrete Monument with cap #7160
- SNV = Set Nail & Cap (#7160)
- M = Measured
- D = Record Deed
- RP = Record Plat
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- L = Arc Length
- CD = Chord bearing and distance
- PT = Point of Tangency
- PC = Point of Curvature
- PI = Point of Intersection
- PRC = Point of Reverse Curvature
- POC = Point of Curve
- ID = Identification Marker
- O.R.B. = Official Record Book of Leon County, Florida
- Pa. = Page
- = PRM = Permanent Reference Monument
- = 5/8" REBAR WITH 1" ROUND ID DISC #7160
- = Set Nail & Cap (#7160) Permanent Control Point
- = Found Iron Rod & Cap #7160-5/8" (Unless noted otherwise)
- = All Interior Lot Corners Are Marked With
- = Iron Rod & Cap #7160-5/8" (Unless noted otherwise)
- = Found Iron 5/8" Re Bar with 3" ID Disc #7160

**NOTES:**

1. This survey is dependent upon EXISTING MONUMENTATION.
2. BEARING REFERENCE: Centerline of Ox Bottom Road being South 89 degrees 39 minutes 23 seconds East as per record deed.
3. NO IMPROVEMENTS have been located other than shown hereon. All platted utility easements shall also allow for Cable Television Services in accordance with Florida Statutes, Chapter 177.091 (29).
4. The construction of permanent structures including fences but excluding driveways by property owners is prohibited within utility and drainage easements.
5. An iron rod with plastic cap stamped "7160" has been set at all lot corners unless otherwise noted.
6. Subject property is located in Zones "X" and "A" as per Flood Insurance Rate Map, Community Panel No. 120144 0120F, index date: August 18, 2009, Leon County, Florida.
7. Platted utility easements shall allow for cable television services per Florida Statute 177.091 (29).
8. Platted utility easements shall allow for "Internet" infrastructure to be placed within the dedicated easements including, but not limited to cables, wires and any other hardware required to provide internet service.

**NOTE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

**JOINDERS IN DEDICATION:**

All persons having an interest in the property described hereon have joined in the dedication as follows:

NAME	O.R. Book / Page	Date
GOLDEN PARK, LLC	O.R. Book 5282 Page 124	02/07/2019
SMARTBANK	O.R. Book 5282 Page 125	02/07/2019
	O.R. Book Page	
	O.R. Book Page	

**PLAT REVIEW**

PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.

JOSEPH D. COLEMAN  
COUNTY SURVEYOR  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5590

JAMES T. RODDENBERRY  
Surveyor & Mapper FL Certificate No. 4261

**ACKNOWLEDGEMENT  
STATE OF FLORIDA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, who is personally known to me or has produced a drivers license as identification acknowledges that he/she executed the foregoing dedication as the managing member of Golden Oak Land Group, LLC

**NOTARY PUBLIC**

**DEDICATION  
STATE OF FLORIDA  
COUNTY OF LEON**

Know all by these present that Golden Oak Land Group, LLC, the owners' in fee simple of the land shown hereon platted as Brookside Village, and being more particularly described as follows:

Commence at a point of centerline intersection of Ox Bottom Road and Meridian Road as per map or plat of State Road No. S-144 (Ox Bottom Road) as recorded in the Public Records of Leon County, Florida, situate, lying and being in Section 19 and 30, Township 2 North, Range 1 East, Leon County, Florida, thence run South 89 degrees 39 minutes 23 seconds East along the centerline of said Ox Bottom Road 1830.94 feet, thence leaving said centerline run North 00 degrees 20 minutes 37 seconds East 33.00 feet to an iron rod and cap (marked 7834) lying on the Northerly right of way boundary of said road marking the POINT OF BEGINNING. From said POINT OF BEGINNING run South 89 degrees 49 minutes 38 seconds East along said Northerly right of way boundary 786.77 feet to a concrete monument (marked 3562); thence leaving said Northerly right of way boundary run North 28 degrees 43 minutes 54 seconds East 1,356.98 feet to a concrete monument (marked 1254); thence run North 25 degrees 39 minutes 13 seconds West 590.77 feet to a concrete monument (No ID); thence run South 55 degrees 07 minutes 00 seconds West 1,439.19 feet to a concrete monument (marked 1254); thence run South 00 degrees 10 minutes 28 seconds West 897.00 feet to the POINT OF BEGINNING. Containing 35.18 acres, more or less.

Have cause said lands to be divided and subdivided as shown hereon and does hereby dedicate the following:

- To the City of Tallahassee all utility easements depicted hereon.
- To the Public All Roadways.
- To Leon County all drainage easements and Storm Water Management Facilities as depicted hereon.
- To the Brookside Village Homeowners Association all open space/buffer areas and drainage easements depicted hereon.

Reserving in all cases however, the reversions thereof should the same be renounced, disclaimed, abandoned or the use thereof discontinued or prescribed by law by appropriate official action of the proper officials having charge or jurisdiction thereof.

This the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019

By: \_\_\_\_\_  
Authorized Signature  
Managing Member of Golden Oak Land Group, LLC  
Witness Signature: \_\_\_\_\_

Print name

**COUNTY COMMISSION**

Approved and joined in by the Board of County Commissioners of Leon County, Florida.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019.

By: \_\_\_\_\_  
Chairperson  
By: \_\_\_\_\_  
County Attorney  
By: \_\_\_\_\_  
County Engineer

**GWEN MARSHALL  
CLERK OF THE CIRCUIT COURT:**

Accepted for files and recorded this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019, in  
Plat Book \_\_\_\_\_ Page \_\_\_\_\_  
of the Public Records of Leon County, Florida

By: \_\_\_\_\_  
Deputy Clerk of the Circuit Court,  
Leon County, Florida

**SITE PLAN REVIEW APPROVAL**

This plat conforms to the Site and Development Plan approval provisions made by the Department of Development Support and Environmental Management. This \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
County Administrator or designee

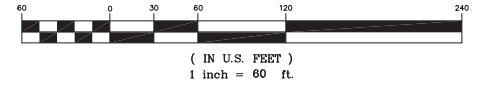
PREPARED BY:

<b>TR &amp; A</b>	<b>THURMAN RODDENBERRY &amp; ASSOCIATES, INC</b>		
	PROFESSIONAL SURVEYORS AND MAPPERS P.O. BOX 109 • 125 SHELDON STREET • SOCHOPIY, FLORIDA 32358 PHONE NUMBER: 850-962-2538 • FAX NUMBER: 850-963-1103 LB # 7160		
DATE: 02/20/19	SCALE 1" = 200'	DRAWN BY: BB	COUNTY: LEON
FILE: 18327RP.DWG	SEC. 19 & 30, T-2-N, R-1-E	JOB NUMBER: 18-327	

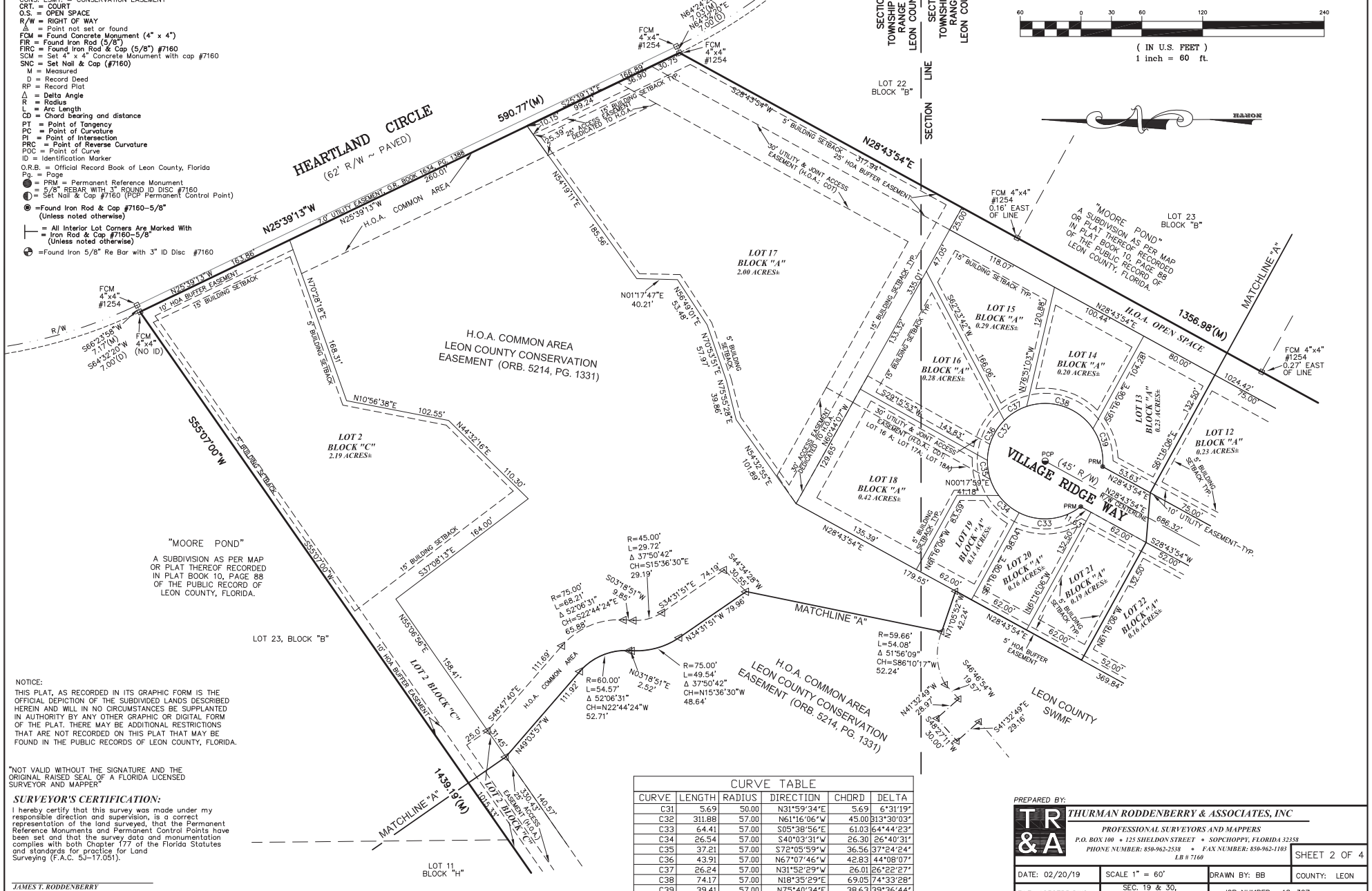
# BROOKSIDE VILLAGE

A SUBDIVISION LYING IN SECTIONS 19 AND 30, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY, FLORIDA

GRAPHIC SCALE



- LEGEND**
- C.O.T. = CITY OF TALLAHASSEE
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  - H.O.A. = HOME OWNERS ASSOCIATION
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  - ESMT. = EASEMENT
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  - FIRC = Found Iron Rod & Cap (5/8") #7160
  - S.M. = Set 4" x 4" Concrete Monument with cap #7160
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  - Pg. = Page
  - = PRM = Permanent Reference Monument
  - = 5/8" REBAR WITH 3" ROUND ID DISC #7160
  - ⊙ = Set Nail & Cap #7160 (PCP Permanent Control Point)
  - ⊙ = Found Iron Rod & Cap #7160-5/8" (Unless noted otherwise)
  - ⊙ = All Interior Lot Corners Are Marked With Iron Rod & Cap #7160-5/8" (Unless noted otherwise)
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\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SURVEYOR'S CERTIFICATION:**  
I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. 5J-17.051).

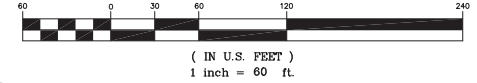
JAMES J. RODDENBERRY  
Surveyor & Mapper FL Certificate No. 4261

CURVE TABLE					
CURVE	LENGTH	RADIUS	DIRECTION	CHORD	DELTA
C31	5.69	50.00	N31°59'34"E	5.69	6°31'19"
C32	311.88	57.00	N61°16'06"W	45.00	81°3'30'03"
C33	64.41	57.00	S05°38'56"E	61.03	64°44'23"
C34	26.54	57.00	S40°03'31"W	26.30	26°40'03"
C35	37.21	57.00	S72°05'59"W	36.56	37°24'24"
C36	43.91	57.00	N67°07'46"W	42.83	44°08'07"
C37	26.24	57.00	N31°52'29"W	26.01	26°22'27"
C38	74.17	57.00	N18°35'29"E	69.05	74°33'28"
C39	39.41	57.00	N75°40'34"E	38.63	39°36'44"

PREPARED BY:  
**TR & A** THURMAN RODDENBERRY & ASSOCIATES, INC.  
PROFESSIONAL SURVEYORS AND MAPPERS  
P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPI, FLORIDA 32358  
PHONE NUMBER: 850-962-2538 • FAX NUMBER: 850-962-1103  
L.B.# 7160

DATE: 02/20/19 SCALE 1" = 60' DRAWN BY: BB COUNTY: LEON  
FILE: 18327RP.DWG SEC. 19 & 30, T-2-N, R-1-E JOB NUMBER: 18-327

SHEET 2 OF 4



# BROOKSIDE VILLAGE

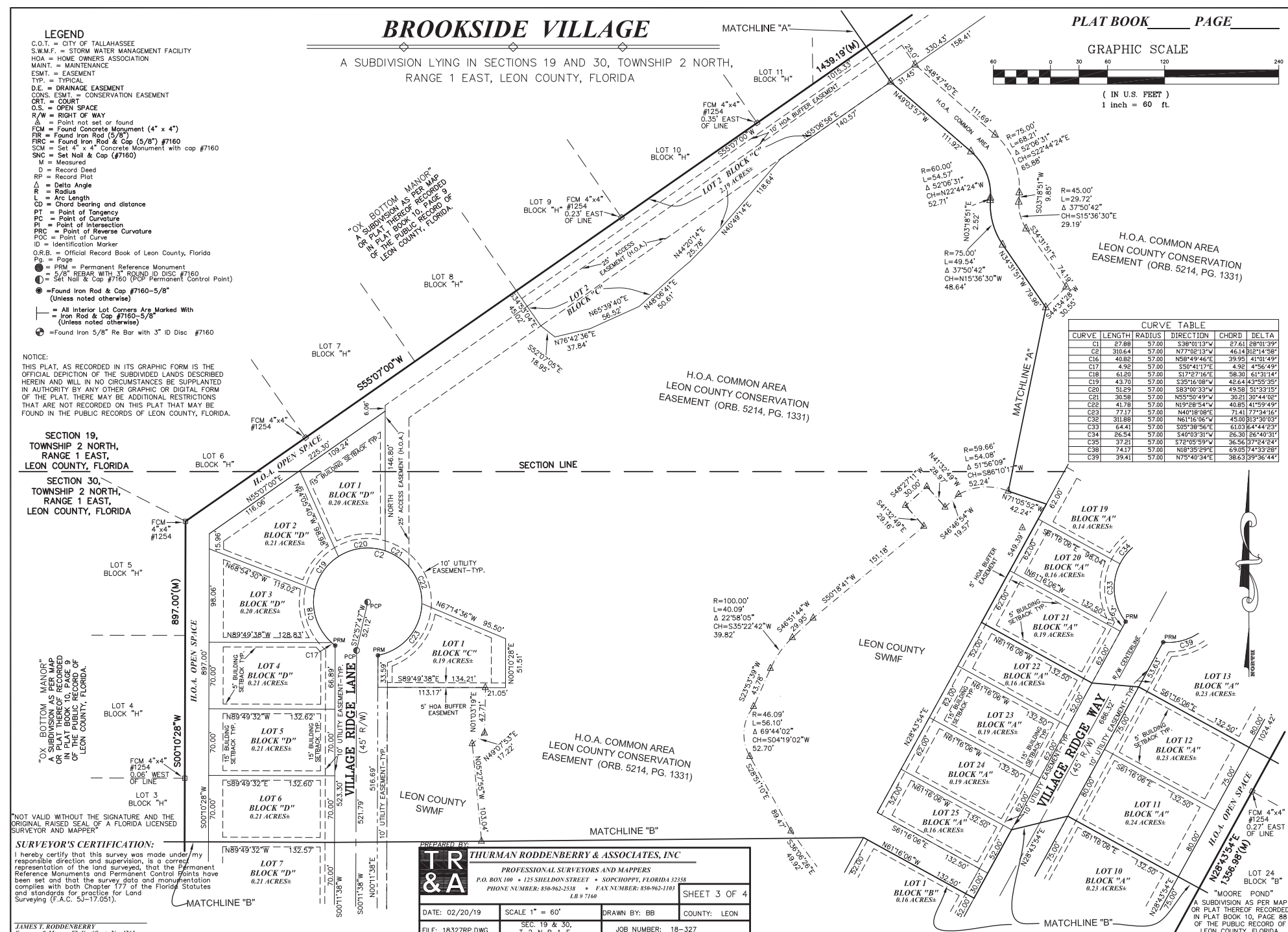
A SUBDIVISION LYING IN SECTIONS 19 AND 30, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY, FLORIDA

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  - HOA = HOME OWNERS ASSOCIATION
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**SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA**

**SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA**



**CURVE TABLE**

CURVE	LENGTH	RADIUS	DIRECTION	CHORD	DELTA
C1	27.88	57.00	S38°01'13"W	27.61	28°01'39"
C2	30.64	57.00	N77°02'13"W	46.14	81°21'43"
C16	40.82	57.00	N58°49'46"E	39.95	41°01'49"
C17	4.92	57.00	S50°41'17"E	4.92	4°56'49"
C18	61.80	57.00	S17°27'16"E	58.30	61°31'14"
C19	43.70	57.00	S39°16'08"W	42.64	43°53'25"
C20	51.29	57.00	S83°00'33"W	49.58	51°33'15"
C21	30.58	57.00	N55°50'49"W	30.21	30°44'02"
C22	41.78	57.00	N19°28'54"W	40.85	41°59'49"
C23	77.17	57.00	N40°18'08"E	71.41	77°34'16"
C32	31.88	57.00	N61°16'06"W	45.00	81°30'03"
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C38	74.17	57.00	N18°35'29"E	69.05	74°33'28"
C39	39.41	57.00	N75°40'34"E	38.63	39°36'44"

"OX BOTTOM MANOR" A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

**SURVEYOR'S CERTIFICATION:**  
I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. 5J-17.05).

JAMES T. RODDENBERRY  
Surveyor & Mapper P.L. Certificate No. 4261

PREPARED BY:  
**TR & A**  
**THURMAN RODDENBERRY & ASSOCIATES, INC**  
PROFESSIONAL SURVEYORS AND MAPPERS  
P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358  
PHONE NUMBER: 850-962-2538 • FAX NUMBER: 850-962-1103  
LB # 7160

DATE: 02/20/19	SCALE 1" = 60'	DRAWN BY: BB	COUNTY: LEON
FILE: 18327RP.DWG	SEC. 19 & 30, T-2-N, R-1-E	JOB NUMBER: 18-327	SHEET 3 OF 4

"MOORE POND" A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 88 OF THE PUBLIC RECORD OF LEON COUNTY, FLORIDA.





**SmartBank.**

IRREVOCABLE STANDBY LETTER OF CREDIT # No. 401204000

<u>LETTER OF CREDIT AMOUNT</u>	<u>ISSUE DATE</u>	<u>EXPIRATION DATE</u>
USD \$1,016,275.00	3/18/2019	3/18/2020

Beneficiary:  
Leon County  
435 N Macomb Street  
Tallahassee, FL 32301

Applicant:  
Golden Oak Land Group, LLC  
4708 Capital Circle NW  
Tallahassee, FL 32308

RE: Brookside Subdivision, Parcel # 14192000010000

To Whom It May Concern:

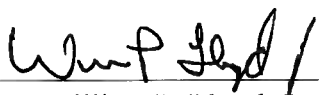
We hereby establish our Irrevocable Letter of Credit in your favor for the account of Golden Oak Land Group, LLC. ("Account Party") whose current address is 4708 Capital Circle NW, Tallahassee, FL 32308 available by your demand on us, payable at sight for One Million Sixteen Thousand Two Hundred Seventy-Five Dollars (\$1,016,275.00), when accompanied by the following:

- This Original Letter of Credit and any amendments attached thereto.
- An affidavit from an appropriate party affiliated with Leon County stating that, regarding the Brookside Subdivision, the Account Party has failed to: construct and install the final overlay of asphalt, finish any work/repair to the initial base asphalt, install temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, finish any work/repair of concrete sidewalks, curbing, driveways, etc., install all ADA mats at each curb ramps, finish any work/repair to the stormwater conveyance system, finish any work/repair of the Stormwater Management Facilities, and finish all other improvements in the subdivision in accordance with plans and specifications approved by Leon County by the deadline of March 7, 2020.

We hereby agree that a demand presented in compliance with the terms of this Letter of Credit, will be duly honored upon presentation and delivery of the document specified above on or before 5:00 p.m. on March 18, 2020 at our offices located at 2411 Jenks Ave Panama City, Florida 32405. If we shall fail to act by honor or dishonor within three (3) business days following receipt of your demand and affidavit as provided above, we shall be precluded from claiming that the same is not in accordance with the terms and conditions of this agreement.

Except as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credit" (2007 Revision), International Chamber of Commerce Publication No. 600.

SmartBank

By:  \_\_\_\_\_  
William P. Lloyd, Jr.  
Its: Executive Vice President

Please direct any correspondence including drawing or inquiry quoting our reference number to:  
SmartBank, 2411 Jenks Avenue, Panama City, Florida 32405.

SUPPLEMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No. 401204000

Dated: March 18, 2019

RE: Brookside Subdivision

Issued To: Leon County, Florida

To Whom It May Concern:

We hereby supplement the above referenced letter of credit such that the Account Party's failure to complete the subdivision's monumentation by the noted deadline will also be a triggering event.

This supplement is dated this 28 day of March, 2019.

SmartBank

By:  \_\_\_\_\_  
William P. Lloyd, Jr.

Its: Executive Vice President

## PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between **GOLDEN OAKS LAND GROUP, LLC.**, a Florida corporation, whose mailing address is **4708 Capital Circle NW Tallahassee, Leon, FL 32303** hereinafter collectively called the “DEVELOPER,” and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the “COUNTY.

WHEREAS, the Developer will present to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Brookside Subdivision** which map or plat is hereby referred to and made a part hereof by reference, and,

WHEREAS, as a condition to the acceptance and recording of said map or plat, the County has required that the Developer enter into an agreement to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, any work/repair of the Stormwater Management Facilities, all monumentation, and all other improvements in said subdivision in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$1,016,275.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, any work/repair of the Stormwater Management Facilities, all monumentation, and all other improvements in **Brookside Subdivision** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.



ATTEST:  
Gwen Marshall, Clerk of the Circuit Court  
Leon County, Florida

BY \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

F:\Subdivisions\Agreements\brookside-PerfAgr-Revised.doc

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$1,016,275.00 with surety thereon approved by the County.

IN WITNESS WHEREOF, GOLDEN OAKS LAND GROUP, LLC., and LEON COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

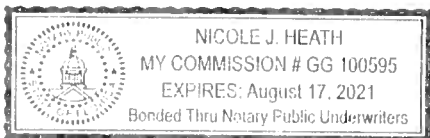
(Witnesses)  
Sean Deiter (signature)  
Sean Deiter (typed or printed name)  
Nicole J Heath (signature)  
Nicole J Heath (typed or printed name)

DEVELOPER:  
**GOLDEN OAKS LAND GROUP, LLC.**  
By: [Signature] (seal)  
As its: Manager  
Date: 03/27/19

COUNTY OF LEON  
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 27 day of March, 2019, by Jason Enarvini and manager, ~~President and Secretary~~, respectively, on behalf of (corporation), and who are personally known to me, or have produced N/A as identification.

NOTARY PUBLIC



Signature [Signature]  
Typed or Printed Name Nicole J Heath  
Commission Number GG 100595  
My Commission expires 8/17/2021

LEON COUNTY, FLORIDA


BY: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

# BOARD OF COUNTY COMMISSIONERS

## MEMORANDUM

**DATE:** May 7, 2018

**TO:** **Development Review Committee:**  
Russell Snyder, Department of PLACE  
Tony Park, Public Works Department  
David McDevitt, Department of Development Support & Environmental Mgt.

**FROM:** Shawna Martin, Principal Planner, DSEM 

**SUBJECT:** Brookside Village Residential Subdivision (LSP150035)

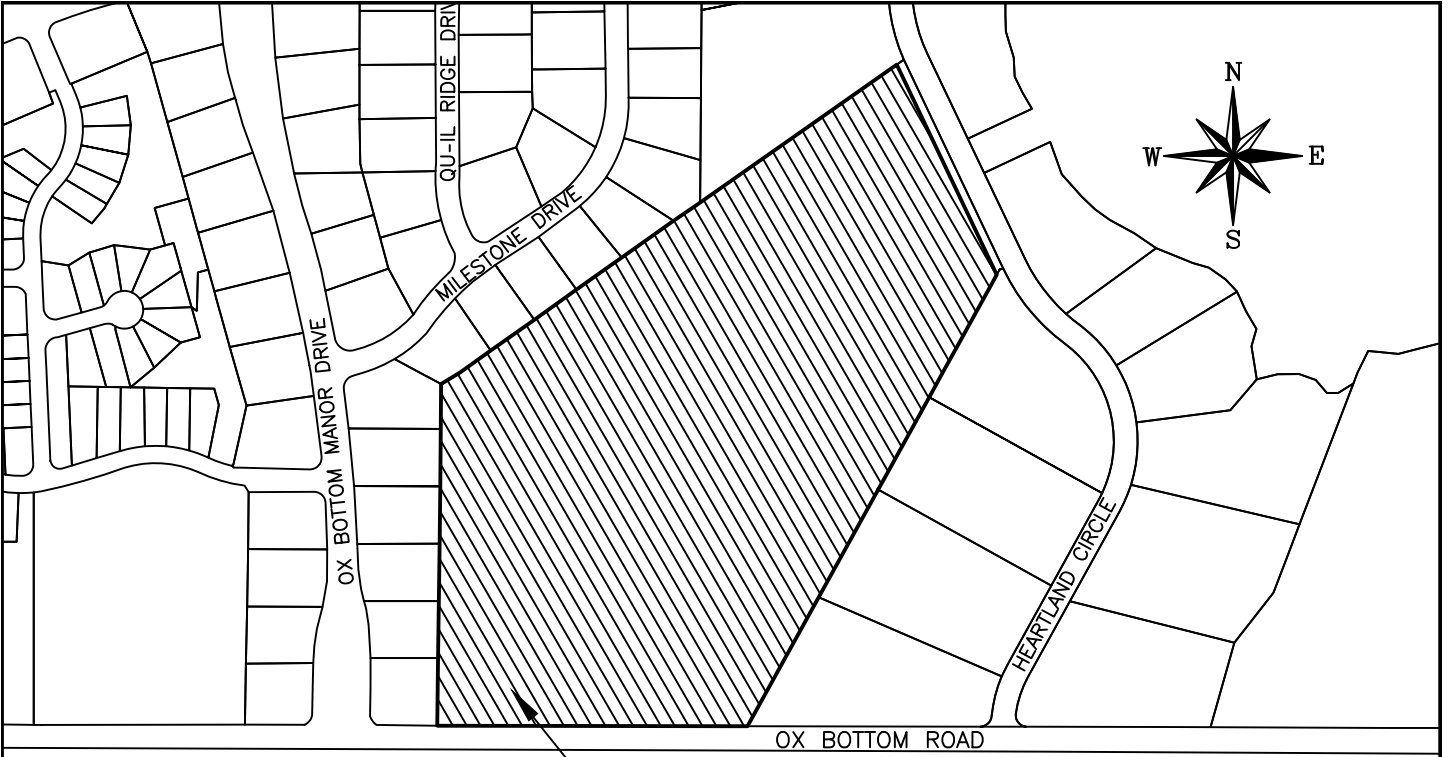
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The Type "B" site and development plan for Brookside Village Residential Subdivision received Conditional Approval at the August 16, 2017 DRC meeting. Subsequently, the project was appealed to the Florida Department of Administrative Hearings who recommended that the Board of County Commissioners (BOCC) enter a final order approving the project, subject to the conditions outlined by the DRC in its Written Preliminary Decision (WPD) dated August 18, 2017. The BOCC approved the project at a public hearing on January 23, 2018.

Reviewing departments have determined that the conditions and deficiencies outlined in the DRC's WPD and associated staff reports have now been adequately addressed. To meet the DRC's condition of achieving 90% opacity at the time of planting from the southern property line of Lot 15A to the northern property line of Lot 17A, the applicant has provided additional understory trees to the buffer details typical section and added a note regarding opacity (Refer to Sheet C-133). Staff also met with Mr. Bob Burton on April 19, 2018 and he was amenable to the proposed additional plantings as opposed to a wooden fence along this section of his property line.

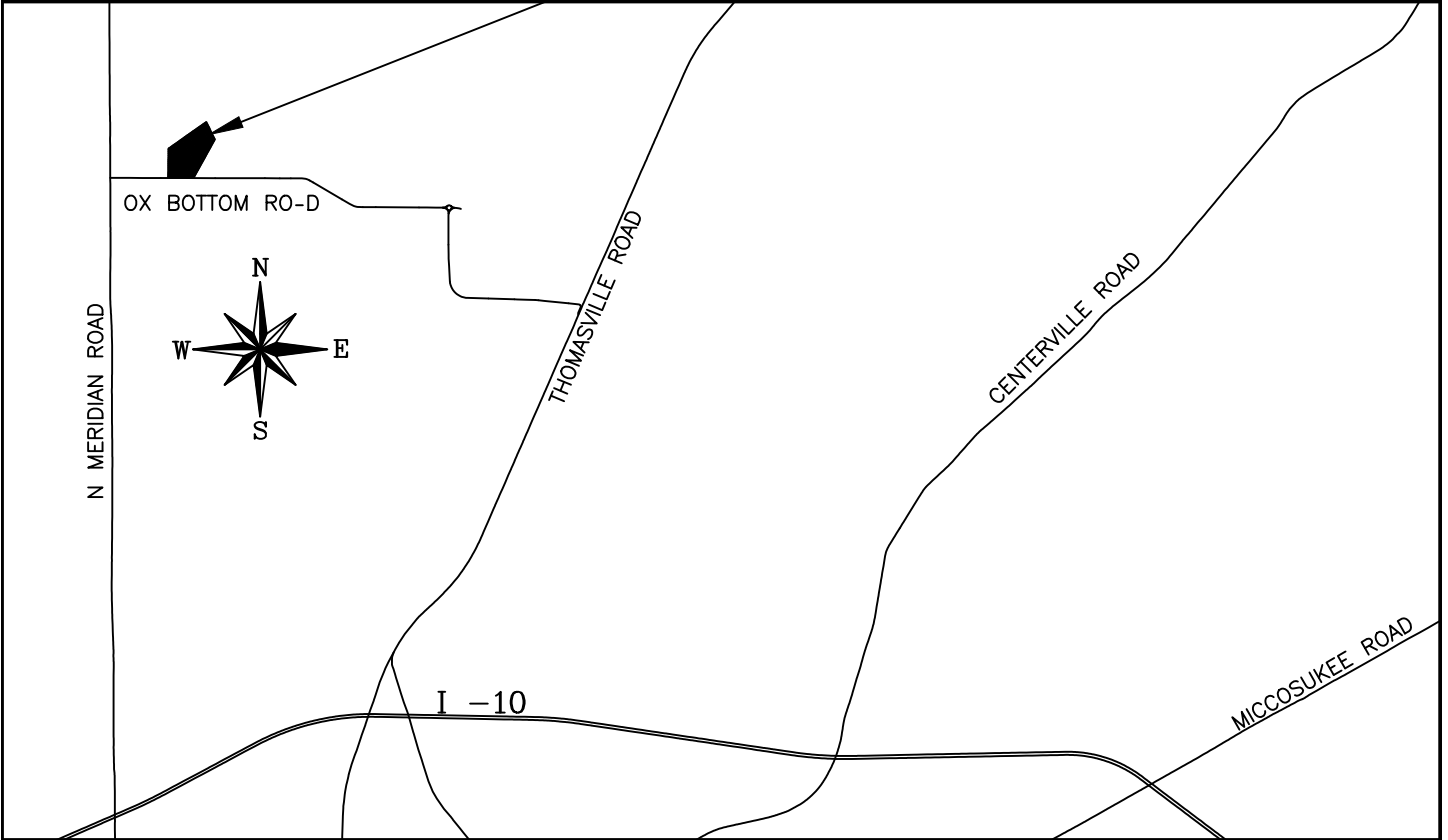
Please find attached one copy of the final Type "B" site plan which is ready for your signature. If you have any questions, I can be reached at 606-1385 or by email: [martins@leoncountyfl.gov](mailto:martins@leoncountyfl.gov)

Thank You



**SITE MAP**  
SCALE 1" = 500'

**BROOKSIDE VILLAGE**



**LOCATION MAP**  
SCALE 1" = 6000'

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

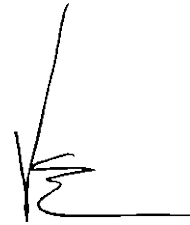
## Agenda Item #11

April 23, 2019

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

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

**Title:** Maintenance Agreement with the City of Tallahassee for the Landscaping of Portions of Capital Circle Northwest and Capital Circle Southeast



<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 Brent Pell, P.E., Public Works Director
<b>Lead Staff/ Project Team:</b>	Andrew Riley, Director of Operations Dean Richards, Right-of-Way Superintendent Roshaunda Bradley, Administrative Services Manager

### **Statement of Issue:**

This item seeks Board approval of a Maintenance Agreement between Leon County and the City of Tallahassee for the City to maintain portions of the landscaping on Capital Circle Northwest and Southeast.

### **Fiscal Impact:**

This item has a fiscal impact. The County will reimburse the City \$111,453 annually to perform the maintenance. This funding is included in the Operations Division's current budget. As Capital Circle is a state road, a subsequent agreement is being developed for the Florida Department of Transportation to reimburse the County for a portion of these maintenance costs. This agreement will be brought back to the Board at a future meeting.

### **Staff Recommendation:**

Option #1: Approve the Maintenance Agreement with the City of Tallahassee to maintain the landscaping on portions of Capital Circle Northwest and Capital Circle Southeast (Attachment #1) and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

This item seeks Board approval of a Maintenance Agreement (Attachment #1) between Leon County and the City of Tallahassee for the City to maintain the landscaping of Capital Circle Northwest from south of Cascade Drive to north of Shuler Road, and Capital Circle Southeast from east of Woodville Highway to south of Tram Road on behalf of the County.

These segments are associated with the recently completed Blueprint 2000/FDOT Capital Circle Northwest/Southwest (N2) and Capital Circle Southeast (E2) projects. During the N2 and E2 project design phases, the County and the City agreed to assume responsibility from FDOT for landscape maintenance within their respective jurisdictions after construction. The County formally accepted maintenance responsibility for the N2 and E2 segments with the approval of Maintenance Agreements with FDOT at the June 19, 2018 (Attachment #2) and July 10, 2018 (Attachment #3) Board meetings, respectively.

### **Analysis:**

The City currently has a turf and landscape maintenance program for the City's portions of Capital Circle Northwest and Capital Circle Southeast. For better coordination of the maintenance, the City has agreed to maintain the County's sections of Capital Circle in conjunction with the segments located within the City limits. Staff evaluated the option of utilizing Public Works employees and/or contractors to maintain the County's segments. The analysis indicated it is more cost effective for the City to provide these services.

Under the Agreement, the City will maintain all turf, landscaping, and trees as well as perform litter control to the segments located within the County's jurisdictions. All maintenance will be provided in accordance with FDOT's Landscape Care Guide as provided in the Maintenance Agreements with FDOT. The County will reimburse the City \$111,453 annually to provide the services. The annual reimbursement will adjust annually on October 1<sup>st</sup> based on the percentage change in the previous year's Consumer Price Index (CPI), not to exceed 4%. The Agreement is for a period of two years and may be renewed after the initial two years, for an additional two-year period.

Staff reported in the June and July 2018 agenda items that subsequent agreements with FDOT would be brought back to the Board to establish FDOT's financial reimbursement to the County for a portion of the costs associated with the maintenance of these segments. Based on the County's current agreements with FDOT for the maintenance of Mahan Drive and segments of Apalachee Parkway in front of the solid waste facility, it is anticipated the payments from FDOT will not cover the full costs. This is because FDOT typically reimburses for normal routine maintenance costs, and not enhanced landscaping. Negotiations are currently ongoing with FDOT on the development of the agreement and are not expected to conclude until after October 2019. Due to the contractor's warranty expiring in March 2019 for N2 and August 2019 for E2, this Agreement is being pursued now to ensure there is not a lapse in required maintenance for these segments.

Title: Maintenance Agreement with the City of Tallahassee for the Landscaping of Portions of  
Capital Circle Northwest and Capital Circle Southeast

April 23, 2019

Page 3

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**Options:**

1. Approve the Maintenance Agreement with the City of Tallahassee to maintain the landscaping on portions of Capital Circle Northwest and Capital Circle Southeast (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the Maintenance Agreement with the City of Tallahassee to maintain the landscaping on portions of Capital Circle Northwest and Capital Circle Southeast.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Maintenance Agreement with the City of Tallahassee
2. June 19, 2018 Agenda Item
3. July 10, 2018 Agenda Item



**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF TALLAHASSEE AND LEON COUNTY  
LANDSCAPE MAINTENANCE ON CAPITAL CIRCLE**

This Landscape Maintenance Agreement (“Agreement”) is made and entered into this day of \_\_\_\_\_, 2019, by and between the City of Tallahassee, a Florida municipal corporation, hereinafter referred to as the CITY, and Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the Leon County – City Of Tallahassee Blueprint Intergovernmental Agency (Blueprint) and Florida Department of Transportation (FDOT) completed construction of Capital Circle Northwest/Southwest (N2) and Capital Circle Southeast (E2), in which portions are located within unincorporated Leon County and the City limits, and;

WHEREAS, during the N2 and E2 project design phases, the COUNTY and the CITY agreed to assume responsibility from FDOT for landscape maintenance within their respective jurisdictions after construction, and;

WHEREAS, the CITY has a current turf and landscape maintenance program performing sound horticultural practices to the CITY’s portion of turf and landscaping along sidewalks, medians and other landscaped areas alongside Capital Circle Northwest/Southwest and Southeast and;

WHEREAS, the COUNTY desires to have its portion of turf and landscaping along sidewalks, medians and other landscaped areas alongside Capital Circle Northwest/Southwest and Southeast maintained by the CITY, and;

WHEREAS, it is in the best interest of the public that both the CITY and the COUNTY provide the same level of landscape maintenance;

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the Parties agree to the following:

1. The CITY shall routinely maintain all turf, landscaping, and trees as well as perform litter control to the areas located within the COUNTY's jurisdictions of Capital Circle NW (from south of Cascade Drive – milepost 7.276 to north of Shuler Road – milepost 9.624) and Capital Circle SE (0.33 miles east of Woodville Highway and from 0.5 miles south of Tram Road to Tram Road). The COUNTY's section of road segments will be serviced according to the Landscape Technical Maintenance Plan (Exhibit "A") submitted by the CITY, and per the FDOT's Landscape Care Guide (Exhibit "B"), with the exception of the replacement of plants, trees, and sod, repair and maintenance of the irrigation system, and the mechanical edging of curbs and sidewalks; such work shall be the COUNTY's sole responsibility and expense.
2. The work performed by the CITY shall be subject to periodic routine inspections by the COUNTY.
3. The COUNTY, as compensation to the CITY for performance of this Agreement, shall pay the CITY \$111,453.26 annually. Such compensation shall be payable quarterly in accordance with paragraph 5 below of the Agreement.
4. Economic Price Index adjustment (CPI): On October 1 following the first full year of the initial term, and on October 1 of each subsequent year during the Initial Term, and each Renewal Term, as those terms are defined in paragraph 7 below, landscape maintenance rate will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, All Items (unadjusted) over the most recent twelve-month period for which such index is

available on the effective date of adjustment; provided, however, that the percentage adjustment shall not exceed four percent (4%).

5. Invoices shall be submitted by the CITY for services rendered after each quarter ending in September, December, March, and June of each year. Lump sum payments by the COUNTY shall be made to the CITY on a quarterly basis within thirty (30) days after receipt of invoice.
6. This Agreement may be terminated under any one of the following conditions:
  - a. By the COUNTY, if the CITY fails to perform its duties under the terms of this Agreement. If at any time it shall come to the attention of the COUNTY's Public Works Director that the limits of paragraph 1 above or a part thereof is not properly maintained pursuant to the terms of this Agreement, the COUNTY's Public Works Director may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in the care of the CITY's, General Manager, Community Beautification & Waste Management, 300 South Adams Street, Tallahassee, FL 32301-1731, to place said CITY on Notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the COUNTY may at its option terminate this Agreement, either in whole or in part, following ten (10) days written notice.
  - b. By the CITY, if the COUNTY fails to perform its duties under this Agreement and fails to make timely payments in accordance with paragraph 5 above. The CITY's General Manager, Community Beautification & Waste Management may issue a written notice of late or nonpayment by sending a certified letter in the care of the COUNTY's, Public Works Director, 2280 Miccosukee Road, Tallahassee, FL 32308, to place said COUNTY on Notice thereof. Thereafter, the COUNTY shall have a period of ten (10) calendar days to make payment.

If payment is not made within this time period, the CITY may at its option terminate this Agreement following ten (10) days written notice.

- c. By either Party following at least a sixty (60) calendar days written notice.
  - d. By both Parties, thirty (30) calendar days following the complete execution by both Parties, of an agreement to terminate this agreement.
7. This Agreement is for a period of two (2) years from the date of this agreement (“Initial Term”). This Agreement may be renewed after the initial two (2) year period, for an additional two (2) year period (“Renewal Term”). Any renewal must be agreed upon by both Parties in writing **thirty** (30) days prior to the expiration of the existing Agreement.
8. To the extent permitted by Section 768.28, Florida Statutes, and the Florida Constitution, the CITY agrees to indemnify and hold harmless the COUNTY from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the CITY, its delegates, agents, employees, or due to any negligent act or omission or commission of the CITY, including but not limited to costs and a reasonable attorney’s fee. The COUNTY, may at its sole option, defend itself or allow the CITY to provide the defense. The CITY acknowledges that ten dollars (\$10.00) of the amount paid to the CITY is sufficient consideration for the CITY’s indemnification of the COUNTY. The liability of the CITY, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state’s waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of the CITY beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the CITY may be entitled. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the COUNTY for its own negligence.

9. The performance of COUNTY of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds budgeted by the COUNTY or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods.
  
10. Conflict Resolution
  - a. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the “Florida Governmental Conflict Resolution Act” shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, the date of occurrence (if known), and the proposed resolution, hereinafter referred to as the “Dispute Notice.”
  
  - b. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and the Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and the Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.
  
  - c. If a dispute is not resolved by the foregoing steps within forty-five (45) days after the receipt of the Dispute Notice, unless such time is extended by mutual

agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the “Mediation Notice”) to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

- d. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

(1) Such arbitration shall be initiated by delivery, from one Party (the “Claimant”) to the other Party (the “Respondent”), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

(2) Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the

other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

(3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

11. The Parties shall be bound to the requirements of Ch. 119, Florida Statutes, as it relates to public records.

**IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Brent Pell, Director**  
**Leon County Public Works Department**  
**2280 Miccosukee Road**  
**Tallahassee, Florida 32308**  
**(850) 606-1500**  
**[PellB@leoncountyfl.gov](mailto:PellB@leoncountyfl.gov)**

IN WITNESS WHEREOF, the CITY and COUNTY have caused this Agreement to be executed by their duly authorized representatives effective the date first written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE, FLORIDA

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

By: \_\_\_\_\_  
Reese Goad, City Manager  
City of Tallahassee

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

ATTEST:  
James O. Cooke, IV  
City Treasurer-Clerk  
City of Tallahassee

BY: \_\_\_\_\_

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

APPROVED AS TO FORM:  
City of Tallahassee Attorney's Office

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

By: \_\_\_\_\_  
Cassandra Jackson, Esq.  
City Attorney



# Leon County Board of County Commissioners

## Agenda Item #12

June 19, 2018

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

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

**Title:** Maintenance Agreement with Florida Department of Transportation for the Landscaping of Capital Circle Northwest from South of Cascade Drive to North of Shuler Road

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director, Public Works
<b>Lead Staff/ Project Team:</b>	Brent Pell, P.E., Director of Operations Dean Richards, Right of Way Superintendent

### **Statement of Issue:**

This item seeks Board approval of a Maintenance Agreement between Leon County and the Florida Department of Transportation (FDOT) for the County to formally accept maintenance responsibility for the landscaping of Capital Circle Northwest from south of Cascade Drive to north of Shuler Road. The maintenance will take effect after the contractor's warranty expires on May 4, 2019.

### **Fiscal Impact:**

This item has no current fiscal impact. A subsequent agreement with FDOT will be brought back to the Board prior to the expiration of the contractor's maintenance warranty to establish specific maintenance parameters and FDOT's financial reimbursement to the County for the costs associated with this maintenance.

### **Staff Recommendation:**

Option #1: Approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Northwest from South of Cascade Drive to the North of Shuler Road (Attachment #1), and authorize the County Administrator to execute.

Title: Maintenance Agreement with Florida Department of Transportation for the Landscaping of Capital Circle Northwest from South of Cascade Drive to North of Shuler Road  
June 19, 2018  
Page 2

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## **Report and Discussion**

### **Background:**

This item seeks Board approval of a Maintenance Agreement between Leon County and the Florida Department of Transportation (FDOT) for the County to formally accept maintenance responsibility for the landscaping of Capital Circle Northwest from south of Cascade Drive to north of Shuler Road.

This segment is associated with the recently completed Blueprint 2000/FDOT Capital Circle Northwest/Southwest (N2) project, in which portions are located within unincorporated Leon County and the City limits. The 2.76-mile project included the expansion of Capital Circle Northwest/Southwest from Orange Avenue to US 90 (Tennessee Street) from a two-lane, undivided rural roadway to a six-lane thoroughfare. The project included enhanced medians, improved drainage, and significant landscaping and pedestrian, bicycle and recreational amenities.

During the N2 project design phase, the County and City agreed to assume responsibility from FDOT for landscape maintenance within their respective jurisdictions after construction. The maintenance will not officially take effect until after the contractor's warranty expires on May 4, 2019.

### **Analysis:**

The proposed Agreement only establishes maintenance responsibility of the landscaping, irrigation and other related materials as identified in the project design plans. A subsequent agreement with FDOT will be brought back to the Board prior to the expiration of the contractor's maintenance warranty to establish specific maintenance parameters and FDOT's financial reimbursement to the County for the costs associated with this maintenance.

Additionally, for better coordination of the maintenance, the City of Tallahassee has agreed to maintain the County's section of Capital Circle in conjunction with the segments located within the City limits. An interlocal agreement with the City is being drafted and will also be brought back for Board consideration prior to May 2019.

Title: Maintenance Agreement with Florida Department of Transportation for the Landscaping  
of Capital Circle Northwest from South of Cascade Drive to North of Shuler Road  
June 19, 2018  
Page 3

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**Options:**

1. Approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Northwest from South of Cascade Drive to the North of Shuler Road (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Northwest from South of Cascade Drive to the North of Shuler Road.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Florida Department of Transportation Maintenance Agreement

# Leon County Board of County Commissioners

## Agenda Item #16

July 10, 2018

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

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

**Title:** Maintenance Agreement with Florida Department of Transportation for the Landscaping of Capital Circle Southeast from East of Woodville Highway to South of Tram Road

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director, Public Works
<b>Lead Staff/ Project Team:</b>	Brent Pell, P.E., Director of Operations Dean Richards, Right of Way Superintendent

### **Statement of Issue:**

This item seeks Board approval of a Maintenance Agreement between Leon County and the Florida Department of Transportation (FDOT) for the County to formally accept maintenance responsibility for the landscaping of Capital Circle Southeast. The segment begins approximately 0.33 miles east of SR 363 (Woodville Highway) and from 0.5 miles south of Tram Road to CR 359 (Tram Road). The maintenance will not officially take effect until after the contractor's warranty expires in August 2019.

### **Fiscal Impact:**

This item has no current fiscal impact. A subsequent agreement with FDOT will be brought back to the Board prior to the expiration of the contractor's maintenance warranty to establish specific maintenance parameters and FDOT's financial reimbursement to the County for the costs associated with this maintenance.

### **Staff Recommendation:**

Option #1: Approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Southeast from approximately 0.33 miles east of SR 363 (Woodville Highway) and from 0.5 miles south of Tram Road to CR 359 (Tram Road) (Attachment #1), and authorize the County Administrator to execute.

Title: Maintenance Agreement with Florida Department of Transportation for the Landscaping of Capital Circle Southeast from East of Woodville Highway to South of Tram Road  
July 10, 2018  
Page 2

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## **Report and Discussion**

### **Background:**

This item seeks Board approval of a Maintenance Agreement between Leon County and the Florida Department of Transportation (FDOT) for the County to formally accept maintenance responsibility for the landscaping of Capital Circle Southeast from approximately 0.33 miles east of SR 363 (Woodville Highway) and from 0.5 miles south of Tram Road to CR 359 (Tram Road).

This segment is associated with the recently completed Blueprint 2000/FDOT Capital Circle Southeast (E2) project, in which portions are located within unincorporated Leon County and the City limits. The reconstruction of Capital Circle Southeast from Tram Road to Woodville Highway, an integral part of the Capital Circle corridor, widened 2.3 miles of an existing two-lane road to the present day six-lane facility. Improvements to the segment included intersection improvements at two existing intersections and provisions for three additional signals to increase corridor safety. Additionally, Woodville Highway was expanded from a two-lane road to a four-lane divided facility near the intersection with Capital Circle. The project included enhanced medians, improved drainage, and significant landscaping and pedestrian, bicycle and recreational amenities.

During the E2 project design phase, the County and City agreed to assume responsibility from FDOT for landscape maintenance within their respective jurisdictions after construction. The maintenance will not officially take effect until after the contractor's warranty expires in August 2019.

### **Analysis:**

The proposed Agreement only establishes maintenance responsibility of the landscaping, irrigation and other related materials as identified in the Project design plans. A subsequent agreement with FDOT will be brought back to the Board prior to the expiration of the contractor's maintenance warranty to establish specific maintenance parameters and FDOT's financial reimbursement to the County for the costs associated with this maintenance.

Additionally, for better coordination of the maintenance, the City of Tallahassee has agreed to maintain the County's section in conjunction with the segments located within the City limits. An interlocal agreement with the City is being drafted and will also be brought back for Board consideration prior to August 2019.

Title: Maintenance Agreement with Florida Department of Transportation for the Landscaping  
of Capital Circle Southeast from East of Woodville Highway to South of Tram Road  
July 10, 2018  
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**Options:**

1. Approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Southeast from approximately 0.33 miles east of SR 363 (Woodville Highway) and from 0.5 miles south of Tram Road to CR 359 (Tram Road) (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Southeast from approximately 0.33 miles east of SR 363 (Woodville Highway) and from 0.5 miles south of Tram Road to CR 359 (Tram Road).
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Florida Department of Transportation Maintenance Agreement

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

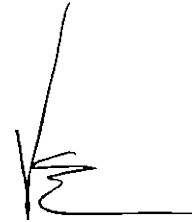
## Agenda Item #12

April 23, 2019

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

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

**Title:** Status Report on Leon County's Continuing Use and Enhancement of Mobile Applications



<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>	Mathieu Cavell, Assistant to the County Administrator Kerri Post, Director, Division of Tourism Pat Curtis, Director, Office of Information Technology

### **Statement of Issue:**

As requested at the December 10, 2018 meeting, this status report provides an update on Leon County's continued efforts to develop, enhance, and increase mobile applications that feature County programs and services.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the status report on Leon County's continued use and enhancement of mobile applications.



## Report and Discussion

### **Background:**

As requested at the December 10, 2018 meeting, this status report provides an update on Leon County's continued efforts to develop, enhance, and increase mobile applications that feature County programs and services.

Leon County has been a leader in innovative digital technology, most recently recognized by the National Association of Counties and the Center for Digital Government as a national leader in technology best practices. The acknowledgement recognizes County initiatives that streamline delivery of government services, encourage open data, collaboration and shared services, enhance cybersecurity and contribute to disaster response and recovery efforts.

Leon County has also been a leader in mobile technology, launching a mobile-responsive website in 2015, relaunching the Citizens Connect mobile app featuring disaster response and recovery notifications, and continuing to develop mobile-friendly mapping applications for internal and external use.

### **Analysis:**

Below is an analysis of Leon County's continued and upcoming efforts in the area of mobile applications and technology.

#### *Leon County Citizens Connect Mobile Application*

The Leon County Citizens Connect mobile application has been downloaded nearly 18,000 times since July 2017. The application features real-time notifications such as severe weather, traffic alerts, disaster recovery resources, and much more. During times of disaster, County staff provides up-to-the-minute information on the mobile app directly from the Emergency Operations Center as conditions change. The Citizens Connect mobile app has received top honors in digital communication and engagement by the City-County Communications and Marketing Association and the Florida Public Relations Association.

#### *BookMyne, Mobile Application for Leon County's Libraries*

In addition to Citizens Connect, Leon County also offers a library mobile application called BookMyne. With nearly 1,000 app downloads since being launched in 2015, BookMyne allows users to search the library catalog, place holds on materials, and manage their library accounts. To take advantage of new features, County library staff will be relaunching an enhanced mobile application later this year to replace BookMyne that will allow users to search and access audiobooks and ebooks, in addition to the catalog and other services.

#### *2019 Leon Works Expo Mobile Application*

To further enhance the County's mobile technology offerings, a new mobile application was featured during the March 2019 Leon Works Expo. The County created the mobile app, in partnership with the local technology company 223\_Agency (formerly known as App Innovators), to provide students with additional resources to get the most value from the event. Prior to, and during the 2019 Leon Works Expo, the mobile app hosted the event agenda for the day, exhibitor

list, and an interactive points system to incentivize students to engage with employers. Further, mirroring other successful conference apps, the Leon Works app continues to feature skilled career resources, interview tips, and links to academic institutions to support students in learning more about skilled career paths after attending expo.

#### *Coordinating with Domi Station on Technology and Innovation*

In January 2019, County staff met with the Executive Director of the Domi Station to explore new technology ways to further enhance the County's mobile offerings. After discussion, County staff and Domi Station agreed that while no immediate mobile technology-related opportunities presented themselves, the County did agree to support Domi Station in its national Pitch Distilled competition with WIRED magazine, an effort to increase Tallahassee-Leon County's profile as a center for innovation and talent. On Thursday, April 8, 2019, Domi Station's nomination of the Hucksters Mobile Market--a mobile food market focused on alleviating food waste issues in Tallahassee--was announced the winner of Pitched Distilled 2019. The Hucksters Mobile Market was selected as the winner by receiving the most votes from the public through an online voting process resulting largely in part from the County support and public information assistance. Staff will continue to coordinate year-round with the Domi Station to explore new technology enhancements that can be utilized to support local startups through the Tallahassee-Leon County Office of Economic Vitality.

#### *Trailahassee.com*

Trailahassee is the County's premiere resource for outdoor recreation and features mobile-friendly access, interactive maps, links to local and statewide outdoor organizations, and more. Trailahassee's innovative Find a Trail function lets users select their preferred surface such as paved, unpaved, or water, set their skill level, and then choose an activity from biking to kayaking and beyond. After selecting one of the nearly 140 trails, users can find a short description of the experience and receive directions to the trailhead. And as a mobile-friendly mapping application, Trailahassee can be used on any trail through a cell phone to help guide users and list amenities at the County's many green spaces and blue ways. Lastly, Trailahassee offers direct links to local businesses and partners who can help equip users for the trails, to help them stay engaged in the outdoors.

#### *Efforts to Expand the County's Mobile Application Offerings through the Division of Tourism*

Tourism staff has been examining opportunities to launch a tourism-specific mobile application. A recent market analysis of current destination mobile application demonstrated a wide variation among the use, popularity and user-ratings of these applications. Not surprisingly, the highest utilization and engagement of tourism mobile apps was demonstrated in Florida's major metropolitan areas. While only a few other college towns have invested in mobile applications, data supports Leon County Tourism launching a mobile application for visitors because 70% of all traffic on Visit Tallahassee's website comes from smartphones and other similar devices. Furthermore, Tallahassee-Leon County visitor surveys show that 98% of visitors have mobile phones and/or tablets, and 77% of those visitors use them to plan tourism activities. Accordingly, the Division of Tourism will expand the County's use of mobile applications through the launch of a tourism mobile app.

The Division of Tourism will work with an outside firm on the design and development of the app to enhance visitor awareness, interest, and overall experience. The mobile app will feature visitor resources including a calendar of events, things to do, dining, lodging, and entertainment, with an anticipated launch in 2020. Furthermore, the mobile app will highlight the Division of Tourism's social media outlets and promote other resources such as Trailhassee, the County's premiere outdoor recreation resource.

Given the ever-increasing prevalence of mobile technology, staff will continue to enhance and improve mobile application offerings to increase citizen engagement and promote County programs and services.

**Options:**

1. Accept the status report on Leon County's continued use and enhancement of mobile applications.
2. Do not accept the status report on Leon County's continued use and enhancement of mobile applications.
3. Board direction.

**Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Agenda Item #13

April 23, 2019

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

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

**Title:** Enhancements to the Employee Years of Service Recognition Program and Updates to the Human Resources Personnel Policies and Procedures



<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 Candice Wilson, Human Resources Director
<b>Lead Staff/ Project Team:</b>	Amy Cox, Human Resources Manager Paula DeBoles-Johnson, Employee Engagement and Performance Manager Heather Peeples, Special Projects Coordinator

### **Statement of Issue:**

This item proposes enhancing the employee Years of Service Recognition program by providing additional administrative leave and approval of additional minor modifications to the Human Resources Personnel Policies and Procedures to align with the County's electronic recruitment system.

### **Fiscal Impact:**

This item has a fiscal impact. Staff anticipate that administrative leave granted through the Years of Service Recognition Program can be paid for from the existing annual personnel budgets.

### **Staff Recommendation:**

- Option #1: Approve the updated employee Years of Service Recognition program, and adopt the proposed Section VII, 7.19 of the Leon County Personnel Policies and Procedures (Attachment #1).
- Option #2: Adopt the proposed revised Leon County Personnel Policies and Procedures: Section I, 1.03 Definitions (Attachment #2) and Section III, Recruitment, Selection, and Appointment (Attachment #3).

## **Report and Discussion**

### **Background:**

This item proposes enhancing the employee Years of Service Recognition program by providing additional administrative leave. As this modification requires an amendment to the Human Resources Policies and Procedures, staff reviewed the policies for other areas that warranted updating. Additional administrative amendments to the policies reflect the County's transition to a completely electronic recruitment process and updates several definitions to reflect changes in State and federal law, Leon County policy, as well as changes in industry terminology.

Human Resources regularly seeks input from employees regarding employee benefit and recognition programs. Based on recent feedback, Human Resources evaluated additional options for incentives and awards regarding years of service recognition. After discussions with County employees, reviewing other jurisdictions programs, and performing a review of overall industry trends, additional leave accrual is recommended as an additional benefit for employees achieving milestone work anniversaries.

Leon County's Human Resources Personnel Policies and Procedures encompass the organization's policies related to its personnel. The following item proposes revisions to three sections of the policy: (1) Section VII, 7.19 Administrative Leave, (2) Section III, Recruitment, Selection and Appointment, and (3) Section I, 1.03, Definitions.

### **Analysis:**

The following analysis details the proposed policy revisions to each section of the Human Resources Policies and Procedures.

#### *Section VII, 7.19 Administrative Leave – Years of Service Recognition Program*

As part of the Years of Service Recognition Program, Leon County recognizes employees for milestone work anniversaries. This program allows the organization to acknowledge the performance of longtime employees for their dedication and hard work in service to the County and community. Currently, employees are recognized at their department staff meetings with a certificate and lapel pin. Additionally, staff with 20+ years of service are recognized at the annual employee awards and recognition breakfast.

As an enhancement to the current program, upon achieving a specified number of years of service, permanent full-time employees would be eligible to receive a one-time award of administrative leave. The proposed revision to Section VII, 7.19 are included as Attachment #1. In addition, employees will be given an engraved award and lapel pin, which demonstrates the County's appreciation for their years of service. The amount of administrative leave granted to an employee will be determined by their years of service to the County as outlined in Table #1. The proposed revision to Section VII, 7.19 are included as Attachment #1.

<b>Table #1 Recommended Leave Accrual for Years of Service Recognition Program</b>	
<b>Years of Service</b>	<b>Administrative Leave</b>
5 years	4 hours (0.5 day) of leave
10 years	8 hours (1 day) of leave
15 years	12 hours (1.5 days) of leave
20 years	16 hours (2 days) of leave
25 years	16 hours (2 days) of leave
30 years	20 hours (2.5 days) of leave
35 years	20 hours (2.5 days) of leave

*Section III, Recruitment, Selection and Appointment and Section I, 1.03 Definitions*

In December 2017, Leon County Human Resources launched NeoGov, an online recruitment software for state and local government agencies. By implementing NeoGov, Human Resources staff has streamlined and automated the County’s recruitment, selection and appointment process. As a result, the process is now entirely paperless and the average time to hire a candidate has declined. The Personnel Policies and Procedures has not yet been updated to reflect the launch of NeoGov and contains several references to the previous paper-based process.

The proposed revisions to Section III, Recruitment, Selection, and Appointment (Attachment #2) and Section I, 1.03 Definitions (Attachment #3), removes reference to outdated procedures and forms made obsolete by launching NeoGov software. The planned implementation of additional NeoGov features is also considered in the proposed Policy.

In evaluating current industry practices, Human Resources also reviewed the composition of employee selection committees. Currently, the policy requires employee selection committees to include the immediate supervisor and at least two other individuals, with at least one being from a “protected class” (defined in the policy as women and minorities) and one representative from outside the work area. A review of industry literature and numerous other Florida jurisdictions indicates that broader more encompassing language is standard practice as opposed to requiring a specific number or type of employee to serve on the committee. This item recommends modifying the policy to read, “Each hiring manager should make every effort to appoint a committee that represents a diverse cross section of Leon County employees.” As is the current policy, to ensure departmental compliance, Human Resources is required to approve all employee selection committees.

Additionally, the Policy has been updated to reflect relevant changes in industry terminology as well as State laws, federal laws, and other Leon County policies since it was last updated.

**Options:**

1. Approve the updated employee Years of Service Recognition program, and adopt the proposed revised Section VII, 7.19 of the Leon County Personnel Policies and Procedures (Attachment #1).
2. Adopt the proposed revised Leon County Personnel Policies and Procedures: Section 1.03 Definitions (Attachment #2) and Section III, Recruitment, Selection, and Appointment (Attachment #3).
3. Board direction.

**Recommendations:**

Options #1 and #2

**Attachments:**

1. Proposed Revised Leon County Personnel Policies and Procedures Section VII, 7.19 Administrative Leave
2. Proposed Revised Leon County Personnel Policies and Procedures Section III, Recruitment, Selection and Appointment
3. Proposed Revised Leon County Personnel Policies and Procedures Section I, 1.03 Definitions



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calendar days of such leave shall be with pay, and the remainder without pay. Leave payment of this type shall be made upon receipt of evidence from the appropriate military authority that thirty (30) days of active military service has been completed.

**7.18.1 Disaster Leave**

- A. An employee who is a Certified Disaster Service Volunteer of the American Red Cross may be granted a leave of absence with pay for not more than fifteen (15) working days in any twelve (12)-month period to participate in specialized disaster relief services for the American Red Cross. Such leave of absence may be granted upon the request of the American Red Cross and upon the approval of the County Administrator. An employee, granted leave under this section, should not be deemed to be an employee of the County for purposes of workers' compensation. Leave under this policy shall be granted only for services related to a disaster occurring within the boundaries of the State of Florida.
- B. An employee who is a Volunteer Firefighter with a Volunteer Fire Department may be granted a leave of absence with pay for not more than fifteen (15) working days in any twelve (12)-month period to participate in specialized disaster relief services. The Volunteer Fire Department must be part of a group that has been activated by the State of Florida. The request to utilize the employee in disaster relief must be requested by the Volunteer Fire Department Chief. Upon approval of the County Administrator, the employee shall be released from duty to participate in the disaster relief. An employee, granted leave under this section, shall not be deemed to be an employee of the County for any purpose, including, but not limited to, workers' compensation laws. Leave under this policy shall be granted only for those services related to a disaster occurring within the boundaries of the State of Florida.

Employees requesting to volunteer to work in disaster relief services must contact Human Resources for the request form and obtain approval from the County Administrator

**7.19 Administrative Leave**

Administrative Leave is either paid leave or unpaid leave and will not be considered for the purposes of overtime calculation. Approval of Administrative Leave with pay is limited to an amount necessary to bring the employee to full pay (40 hours of work in the workweek or pro-rated for part-time employees). In no case can the approval of Administrative Leave cause the employee to exceed the number of hours s/he is normally scheduled in the workweek. The only exception is for those employees required to work during state of emergency situations, please reference Section 5.13.

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Administrative Leave may be authorized for the following reasons:

- A. Court - An employee who is summoned as a member of a jury panel or is subpoenaed as a witness, not involving personal litigation, shall be granted leave with pay. EMS employees who are subpoenaed as a witness for another employer will not receive Administrative Leave and will not be paid by Leon County for the time served in court. Employees shall not be reimbursed by the County for meals, lodging, or travel expenses incurred while serving as a juror or witness. The employee shall be required to submit a copy of the summons or subpoena when requesting this type of administrative leave.
- B. Donating Blood - An employee may be granted up to two (2) hours of leave with pay for the purpose of donating blood.
- C. Death in Immediate Family - An employee shall, upon request, be granted three (3) workdays of leave with pay on the death of a member of the employee's immediate family. Sick leave may also be used for death in the immediate family (refer to Section I for definition of Immediate Family).  
Employees must notify the supervisor of the deceased relative's name and relationship to the employee. Proof of the death may be requested by the supervisor.
- D. Natural Disasters - The County Administrator or designee shall have the authority to close County offices due to natural disasters such as hurricanes, tornadoes, or floods. All employees affected shall be granted Administrative Leave with pay for the hours they would have normally been scheduled to work during such state of emergency. Refer to Section 5.13, Emergency Guidelines for Compensation, Work Hours and Work Assignments, for eligibility to receive Administrative Leave. The length of Administrative Leave granted will be determined by the County Administrator. For extended periods of disasters, employees may be required to use their own personal leave.
- E. Leon County Employee Volunteer Services Program, "PROJECT LEAD" (Leon Employees Are Dedicated) - Each full-time employee may be granted up to one (1) hour of Administrative Leave per week, not to exceed five hours per calendar month, to participate in PROJECT LEAD.

Approved volunteer opportunities are listed on the Leon County Volunteer Services website, [www.volunteerleon.org](http://www.volunteerleon.org), and may include the following school or community volunteer activities; mentoring, tutoring, guest speaking, mediating, and Red Cross Disaster volunteering when participating in an established program serving a school district or community agency and providing any related services that meet human needs under the direction of the program or volunteer coordinator.

## SECTION VII ATTENDANCE AND LEAVE

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The supervisor may approve the aggregated use of up to four (4) hours in any calendar month, provided the department head or the department head's designee deems such usage appropriate for the delivery of services under the previous paragraph. In such cases, no further Administrative Leave shall be granted pursuant to the previous paragraph until one week has elapsed for every additional hour taken in the aggregate. For example, if an employee volunteers for four (4) hours in one day, he/she must wait four (4) weeks before volunteering again.

In granting Administrative Leave for any purpose under this section, the supervisor shall take into consideration the impact of such leave on the employees' work unit.

- F. Election Volunteer - Up to eight (8) hours of administrative leave, with pay, may be granted by the County Administrator (or designee) to non-OPS employees who, on a regularly scheduled County workday, serve as an election day poll worker for the Leon County Supervisor of Elections. Eight (8) hours is the maximum number of Administrative Leave hours that will be awarded to an employee for serving as a poll worker on an election day, regardless of the number of hours an employee is regularly scheduled to work that day. Administrative Leave hours for part-time employees will be prorated. Each request must be submitted in writing to the employee's supervisor who, upon consideration and approval will forward it to the County Administrator, or designee. Advance approval, by both the employee's supervisor and the County Administrator, or designee, is required for leave authorization. The approved request must be attached to the employee's time sheet (or leave/compensation request form) and submitted to payroll for payment.
- G. Arrests/Investigations - In accordance with Section 2.16, an employee who has been arrested, who is the subject of a criminal investigation, or who is participating in an internal County investigation, may temporarily be assigned other duties if deemed advisable, or may be placed on administrative leave, with or without pay, if the employee's absence from the work location is deemed appropriate. The period of the temporary assignment or the Administrative Leave shall not exceed 30 working days for each investigation. Administrative Leave may be granted by department/division directors upon consultation and approval of the Human Resources Director. Each request shall be immediately reported in writing by the Human Resources Director to the County Administrator for final approval.
- H. Other reasons - Administrative Leave may be granted by the Board or by the County Administrator for education and other job related purposes not paid for or provided by the County policy, when such leave is deemed of benefit to the operations of the County government.

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I. Years of Service Recognition Program – Administrative Leave may be granted by the County Administrator to recognize permanent full-time employees who have been employed by the County for a specified number of years. A one-time award of Administrative Leave may be granted in the amounts outlined as follows:

<u>Years of Service</u>	<u>Administrative Leave</u>
<u>5 years</u>	<u>4 hours (.5 day) of leave</u>
<u>10 years</u>	<u>8 hours (1 day) of leave</u>
<u>15 years</u>	<u>12 hours (1.5 days) of leave</u>
<u>20 years</u>	<u>16 hours (2 days) of leave</u>
<u>25 years</u>	<u>16 hours (2 days) of leave</u>
<u>30 years</u>	<u>20 hours (2.5 days) of leave</u>
<u>35 years</u>	<u>20 hours (2.5 days) of leave</u>

Leave shall be authorized in writing and documented on the official Leave/Compensation Request Form or on the official time sheet.

Leave credit shall be accrued during such periods of paid leave.

If an employee does not use administrative leave as authorized in this section, the employee shall not accrue or be paid for such unused leave.

**7.20 Parental Leave**

**Purpose:**

Paid Parental Leave provides leave with pay for the purpose of caring for and bonding with a newborn or newly-adopted child for 6 weeks following the birth or adoption.

**Eligibility:**

Regular full time and regular part time employees, regardless of gender, who meet the hours and service eligibility requirements under the FMLA, are eligible for Parental Leave. This provision includes registered domestic partnerships. An employee must have worked for the County for at least 12 months and worked at least 1,250 hours during the 12 month period preceding the leave.

**Benefit:**

## SECTION III RECRUITMENT, SELECTION and APPOINTMENT

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### 3.01 Recruitment

- A. The County is an Equal Employment Opportunity Employer.
- B. Applicants are recruited based on job requirements. The County recognizes the opportunity to fill positions from internal candidates possessing the desired qualifications, and to promote from within whenever possible.
- C. Job opportunities are communicated through job postings on the County website, bulletin boards, paid advertisements, public service notifications, notifications to community organizations and any other means deemed necessary by the Human Resources Division. Employees who are seeking career advancement opportunities are encouraged to use the job posting system as a method for seeking a position.

#### ~~3.01.1 Procedure: Requisitioning a Position~~

~~The Leon County Personnel Requisition Form is used by the Department/Division to identify recruitment needs to the Human Resources Division. (Refer to Appendix A.) The job description should be reviewed and changes documented on the Requisition Form, and forwarded, with proper signatures, to the Human Resources Division.~~

#### ~~3.01.2 Procedure: Posting of Position Opportunities~~

~~Job openings should be posted for at least five (5) workdays internally before being advertised externally, to allow county employees consideration before outside applicants. If the position is not filled with a County employee, the Division Director will advise the Human Resources Division, in order for the position opening to be posted externally.~~

~~While it is the County's philosophy to promote from within whenever possible, there are conditions that could cause a position to be filled without posting, or to post the position while simultaneously recruiting from the outside. Exceptions to posting a job opening internally first will require approval from the Division Director and the Director of Human Resources.~~

### ~~3.02 Filing of Job Applications~~

~~A Leon County Employment Application is required in all cases. A separate application must be made for each position applied for (refer to Appendix B).~~

### 3.02<sup>3</sup> Consideration of Applications

The Human Resources Division deems applications to be valid for consideration when:

- A. The application is submitted ~~or postmarked on or~~ before the deadline date.
- B. The application is filed ~~on~~ using the prescribed ~~form~~ recruitment software.
- C. The application is substantially complete.

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- D. The application reflects that the applicant possesses the required knowledge, skills, ability, and experience.
- E. The application is not in any way falsified.
- F. The application reflects that the employment of the applicant would not violate the County's nepotism policy.
- G. The application reflects that the applicant meets other valid and lawful employment requirements for the position that is vacant.

**3.023.1 Procedure: Method of Rating and Selection**

After the advertising period, applicants will be ~~initially~~ evaluated ~~by the Human Resources Division~~ to determine eligibility for consideration. ~~A list containing all applicants considered to possess the minimum qualifications and their applications will be referred to the hiring authority (refer to Appendix C).~~

Each applicant considered to possess the minimum qualifications, whose application contains a Notice of Layoff from a State of Florida agency or department and whose application does not indicate employment for any period following the issuance of the Notice of Layoff, will be ~~conspicuously identified on the list to the hiring authority as a genuinely displaced state worker, with direction that each such identified applicant must be~~ granted an interview by the selection committee.

LCBCC gives preference in appointment to eligible veterans and ~~spouses of veterans~~ their family members as defined in Chapter 295, Florida Statutes. In order for applicants to claim veteran's preference, the documentation required by law ~~will~~ must be provided to the County ~~at the time of application~~.

Those applications not meeting the stated minimum qualifications, regardless of layoff status, will be retained by the Human Resources Division.

~~A screening/selection committee will be formed by the immediate supervisor for each regular vacancy, or Temporary O.P.S. position from three (3) months in duration to the maximum temporary time of two (2) years.~~

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### 3.023.2 Procedure: Selection Committees

**Committee Composition:** The committee will be comprised, at a minimum, of the immediate supervisor of the available position and not less than two (2) other members, with at least one being ~~an individual from a protected class and a representation representative~~ from outside the work area.

~~Larger size committees may require an additional member from outside the work area. Each hiring manager should make every effort to appoint a committee that represents a diverse cross section of Leon County employees.~~ Other important considerations are involvement of a similarly classed worker and representation from within the work area.

The committee members must be finalized with the Department/Division Director and approved by the Employee Relations ~~Coordinator~~ Manager.

~~Should the supervisor, the Department/Division Director, or the Employee Relations Coordinator determine that there is a need for an orientation on fair hiring practices for the committee, this will be done at the first meeting of the committee. Furthermore, at the first meeting, the job description and any changes on the Requisition Form are reviewed. Human Resources screens for minimum qualifications before referring applications to the supervisor.~~

~~Based on these facts, the a~~Applications are reviewed by the committee, and the interview candidates are chosen. The number of candidates may vary by the size of the selection pool; but must include each applicant designated by Human Resources as a genuinely displaced state worker and applications of veteran(s) who are eligible for preference. ~~The committee will record the criteria and methodology established for screening and selection activities. This should be sent to the Employee Relations Coordinator, together with interview questions that will be asked (refer to Appendix D for sample questions).~~

~~Should a listed question be phrased in a manner which might be misinterpreted, the Employee Relations Coordinator will notify the supervisor within twenty four (24) hours of receipt of the listed questions. Barring such notification, the committee continues to schedule interview appointments coordinated by the supervisor.~~

~~Candidates may be contacted by telephone or mail. Interview comments must be documented on the blue applicant referral form for all interviewed applicants.~~

After completion of the interviews, the committee will determine its recommendation and will conduct three telephone employment reference checks on its top candidates. ~~All employment reference checks will be documented on the Telephone Reference Check form (refer to Appendix E)~~

Upon completion of satisfactory reference checks, the recommendation will be forwarded to the hiring authority, along with relevant written materials. Included in the material should be specific reasons why the chosen applicant is better qualified and/or why the County's needs will be better served by such a hiring decision; additionally, a brief, but detailed, explanation as to why the other applicants were not

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chosen. Upon approval by the hiring authority, the recommendation will be sent to the Human Resources Division.

The committee chairperson is responsible for the accuracy of the documentation of the process, for the return of all reviewed applications, and the completion of all prior employment verifications, ~~and a completed Action Form with appropriate signatures (refer to Appendix F)~~. Moreover, the committee chairperson is responsible for contacting the prospective employee to guarantee their continued interest.

After review of the documented process by Human Resources staff, an offer letter will be written, and proper signature obtained (the County Administrator or designee will sign all letters ~~except for part-time and OPS new hires~~). Human Resources will extend a job offer, conditioned upon obtaining a signed authorization for the procurement of an investigative consumer report for employment purposes, a satisfactory background investigation in accordance with all local, state, and federal laws (refer to Board Policy No. 03-11, Contingent Job Offer), and a negative drug test result as required by Board Policy No. 16-1, to the selected candidate, and schedule a new employee sign-on.

~~Sign-on for new employees is generally done at 9:30 a.m. on the Friday preceding the new employees hire date; however, in special needs cases, the hiring authority will coordinate with the Human Resources Division. This procedure is designed to ensure equal opportunity for all candidates and may only be altered upon the approval of the Human Resources Director.~~

An employee who perceives that they have been treated unfairly in the hiring process, and/or the promotional process, should contact either the Employee Relations ~~Coordinator~~ Manager or the Human Resources Director for fact-finding. If determined to be a valid claim, the appropriate authority will investigate the issue further and make a recommendation to the County Administrator.

### 3.023.3 **Procedure: Initial Placement**

#### Initial Placement of Employees Hired as a Result of Competitive Selection or Emergency Appointment:

Competitive initial placement refers to the procedures to be followed for determining initial salary within the salary range for the pay grade classification to which the position is assigned for any individual who is selected from a pool of applicants who have competed for the same position. Emergency appointments occur when it is impossible to fill a position utilizing normal hiring procedures. When the appointment is to last beyond three weeks, the hiring authority will make arrangements to fill the position under the provisions of the hiring policies.

The starting salary for those meeting the minimum qualifications will be the minimum salary in the salary range to which the position is assigned.

All recommendations for exceeding the minimum salary must be agreed upon by the Human Resources Director or designee prior to the extension of the offer.



## SECTION III RECRUITMENT, SELECTION and APPOINTMENT

11.01

Education and experience, exceeding the minimum requirements for the position as verified by an associate degree, bachelor's degree, master's degree, doctorate degree, or professional certification, and job-related experience may be considered for higher than minimum initial placement within the salary range. The Department/Division Director, in consultation with the Human Resources Director or designee, may approve initial placement up to 15% above the minimum salary of the range.

Determination of whether or not education and experience is job-related and of qualifying criteria for professional education or certification will be made by the Human Resources Director in consultation with the hiring Department/Division Director.

No individual will be initially placed higher than 15% above the minimum of the salary range for any combination of experience and education except upon the written approval of the County Administrator. The County Administrator may approve additional compensation. Placement at a salary level higher than 15% above the minimum must be recommended by the Department/Division Director and forwarded through Human Resources to the County Administrator.

If a position is offered to a regular County employee, the salary may be adjusted to a higher rate in order to fall within the new pay grade salary range and to be in line with other employees working in the same position based on similar experience. The Human Resources Division will conduct a review and recommend a proposed salary.

### **3.034 Medical Examination**

Applicants/employees may be required, prior or subsequent to their employment, to undergo a medical examination to determine fitness to perform the duties of the position. Additional guidelines for Emergency Medical Services' applicants/employees are found in the Emergency Medical Services Standard Operating Guidelines Manual.

### **3.045 Probationary Period**

A Career Service or Emergency Medical Services (EMS) person, employed on a full or part-time basis, will serve a probationary period. The probationary period should be considered the "working test" portion of the evaluation process. It will be utilized to closely observe the employee's work, determine suitability for continued employment, and for ensuring the most effective adjustment of an employee to the position. The probationary period will be six (6) months in duration, unless extended.

#### **—3.045.1 Extension of Probationary Period**

The Human Resources Director, upon receipt of a request, justification, and development plan from the Department/Division Director prior to the expiration of the probationary period of a particular employee, may extend the duration of a probationary period. No extension will be allowed that would make the probationary period longer than eight (8) months.

#### **3.045.2 Procedure: Extension of Probationary Period**

## SECTION III RECRUITMENT, SELECTION and APPOINTMENT

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11.01

The Human Resources Director, upon receipt of a request and justification from the Department/Division Director may extend the duration of such period. Requests to extend probationary period must include a staff development plan; including, timetable, goals and measurements.

### **3.045.3 Procedure: Termination of Employment During Initial Probationary Period**

During the initial probationary period of an employee working in a Career Service position, a recommendation may be made to the Human Resources Director for termination, if the development plan has not been met or the employee violates County policy. Should an employee change jobs during the probationary period, the employee will serve a complete probationary period in the new job.

### **3.045.4 Procedure: Probationary Period Report**

At least two weeks before the expiration of a Career Service employee's probationary period, the Department/Division Director will submit a written performance evaluation to the Human Resources Division, indicating whether the employee is recommended for regular status.

### **3.056 Filling Temporary (O.P.S.) Positions**

Positions with duration of less than three (3) months may be appointed. Positions with duration of three (3) months or more must follow the normal hiring process, outlined previously. Seasonal placement is exempted.

#### **3.056.1 Procedure: Establishing Temporary (O.P.S.) Positions**

Temporary (OPS) positions will be established by the Board, annually, through the normal budgeting process. Pay for Temporary (OPS) positions will not exceed the pay range of comparable positions. Duration of need is determined ahead of time.

When it becomes necessary to request Temporary (OPS) positions, outside the normal budgeting process to meet unforeseen temporary work demands, justification must be forwarded to the Human Resources Division for coordination with the Office of Management and Budget (OMB), and for approval by the County Administrator. The maximum duration of any Temporary (OPS) position should not exceed two (2) years.

### **3.067 Transitioning**

- A. Employees filling Temporary (OPS) positions may be considered for transition to a like vacant position upon written justification to the Human Resources Director.
- B. Transitioned employees will serve an initial probationary period after transition.
- C. Length of service for purposes of establishing the accrual rate will begin on the date of the transition.

**SECTION III**  
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D. The annual performance review date will be the date of the transition.

**3.067.1**      **Procedure: Transitioning**

Division Directors may provide preliminary consideration to existing OPS and part-time employees in filling like regular full-time positions. The procedure will be:

- A. When a Division submits a Requisition to fill a position, Human Resources will determine if there are currently OPS or part-time employees working in a like position in that Division.
- B. If there are current OPS or part-time employees employed in a like position, Human Resources should only post the vacant position internally to allow OPS or part-time employees to express their interest in the opening.
- C. OPS or part-time employees interested in the position should be given consideration before proceeding with outside applicants. Exceptions to posting a job opening internally first will require approval from the Director of Human Resources.
- D. If the position is not filled with a County employee, the Division Director will advise the Human Resources Division in order for the position opening to be posted externally.

**3.078**      **Emergency Appointment**

When an emergency makes it impossible to fill a regular position utilizing normal procedures, the hiring authority may request the appointment of any qualified person to such position. Such a request will be submitted to the Human Resources Director with justification for the appointment. Upon approval by the County Administrator, the appointment will be made.

~~In the event an emergency continues beyond a three (3) week period, the hiring authority will make arrangements to fill the position with either a temporary or regular employee, under the provisions of the hiring policies.~~

## SECTION I INTRODUCTION

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11.01

### 1.03 Definitions

For purposes of administering these policies, the following definitions shall apply:

#### The Board

The Leon County Board of County Commissioners.

#### Affirmative Action

Any activity initiated by the County which contributes toward the greater utilization of minorities, females, the elderly, and the disabled.

#### Career Service Position

A position in which the employee has the right of grievance and appeal. The employee must have completed the probationary period. The position may be full-time or part-time. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

#### Classification Plan

A systematic arrangement and inventory of positions. The plan shall group similar positions into classes which shall be ordered, according to their degree of difficulty and responsibility, into different skill levels for purposes of establishing pay relationships. The Classification Plan shall be based on a thorough job analysis and shall be maintained on a current basis by Human Resources.

#### Demotion

An action which occurs when the employee has violated policy or performance standards. An employee is moved from a position in one classification to a position in a lower classification assigned to a lower pay grade.

#### E-Mail

Electronic Mail; i.e. [electronic messages or computer files that are transmitted between two or more telecommunications devices, computers, computer networks, or electronic devices capable of receiving electronic messages, regardless of whether the message is concerted to hard copy format after receipt, viewed upon transmission, or stored for later retrieval.](#)

~~messages typed into a terminal and sent, as by telephone line, to a receiving terminal, such as documents, memoranda, notes, letters, statements or communications of any kind produced by county employees for the purpose of transacting county business.~~

#### Emergency Medical Services (EMS) Position

Those employees who work in the division of the Leon County Board of County Commissioners that provide and/or support first response, basic and advanced life support medical services, support and transport. Employees in these positions have the right of grievance and appeal. Human Resources will maintain a list of current titles as

## SECTION I INTRODUCTION

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### **Protected Class Status**

~~As defined by Title VII of the Civil Rights Act of 1964, those groups who have borne, in the eyes of Congress and the courts, the brunt of discriminatory employment practices in the past, namely women and minorities. Leon County Policy 18-1, Nondiscrimination Policy prohibits discrimination in employment, including hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, based on an individual's protected status, including race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, or genetic information.~~

### **Public Area**

Those areas to which the general public has unrestricted access.

### **Reclassification**

An action taken to change an established position in one class in a series to a higher or lower class in the same series; or to a class in a different series, which is the result of a natural change in the duties and responsibilities of the person.

### **Reduction in Force**

Termination of employment due to abolishment of positions necessitated by a shortage of funds, or work, or a material change in the duties or organization of the County. A reduction in force shall be effected only upon prior approval of the County Administrator and of the Board. The provisions of this section do not apply to employees serving in positions defined as Executive Service.

### **Red Circled**

Marked to acknowledge that the incumbent's salary has reached the ceiling of a salary range.

### **Registered Domestic Partner**

Shall mean one of two Domestic Partners who are parties to a Registered Domestic Partnership in accordance with the provisions of Chapter 9, Article V of the Code of Laws of Leon County (entitled the "Domestic Partnership Registry.")

### **Registered Domestic Partnership**

Shall mean a Domestic Partnership which, in accordance with the provisions of Chapter 9, Article V of the Code of Laws of Leon County (entitled the "Domestic Partnership Registry"), has been effectively registered with the Clerk of Courts of Leon County and has not been terminated.

### **Reinstatement**

Job changes in which an employee is moved to a position in the same class, or a different class within or below the same skill level, from which he or she was previously demoted,

## SECTION I INTRODUCTION

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11.01

### **Same-Sex Spouse**

Shall mean individuals of the same sex who are lawfully married to one another ~~under any state law, including individuals married to a person of the same sex who were legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages.~~ The term “Same-Sex Spouse”, however, does not include individuals in a formal relationship recognized by a state that is not denominated a marriage under state law, such as a domestic partnership or a civil union, regardless of whether the individuals who are in these relationships have the same rights and responsibilities as those individuals who are married under state law. For purposes of the definition of Same-Sex Spouse in this policy, the term “state” means any state of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake Island, the Northern Mariana Islands, any other territory or possession of the United States, and any foreign jurisdiction having the legal authority to sanction marriages.

### **Separation**

The severing of employment with Leon County.

### **Separation Pay**

Earned leave pay, severance pay and any other pay entitlements due at the time of departure from Leon County.

### **Sexual Orientation**

An individual’s actual heterosexuality, homosexuality or bisexuality, or the perception that an individual is heterosexual, bisexual, or homosexual, or an individual’s actual or perceived association with individuals who maintain such orientation.

### **Skill Level**

Level of difficulty and responsibility of a position as determined by job analysis and evaluation. Classes of comparable difficulty and responsibility are assigned to the same skill level and have the same pay range.

### **Senior Management Service Position**

Members of management team whose primary duties are to manage a division or planning and administering a County program activity or major capital improvement project. They have authority to use discretion and judgment in administering program(s). They may act on behalf of the Department or Division Director; may have the responsibility to hire and fire; and/or may execute special assignments of a sensitive nature. Senior Management positions serve “at will”. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Agenda Item #14

April 23, 2019

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

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

**Title:** FY 2019 Commissioner Discussion Items Semiannual Status Report



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

### **Statement of Issue:**

This agenda item seeks the Board's acceptance of the semiannual status report on the FY 2019 Commissioner Discussion Items from previous Board meetings.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the Semiannual FY 2019 Commissioner Discussion Items status report (Attachment #1).



## **Report and Discussion**

### **Background:**

At each regularly scheduled Board meeting, Commissioners have the opportunity, under Commissioners' Discussion time, to make requests and/or inquiries of staff. If staff action is requested, Board approval is required. The County Administrator, as well as the County Attorney, then makes staff assignments, respectively. The status of these discussion items is then tracked by Administration and reported to the Board semiannually. The County Administrator utilizes the status reports as a management tool to ensure the appropriate actions are taken in response to Board direction.

### **Analysis:**

For the first half of Fiscal Year 2019, other than Proclamations, a total of 38 items were generated because of Board discussion (Attachment #1). Eight were derived from discussion at the December 2018 Board Retreat. The remaining items were sourced from discussion during regular Board of County Commission meetings.

For the period of October 1, 2018 – March 31, 2019, the number of tasks In Progress is 8; with 30 items completed. In addition, of the 11 items remaining from FY 2018, 8 were completed, 1 is Ongoing and 2 are In Progress.

### **Options:**

1. Accept the Semiannual FY 2018 Commissioner Discussion Items Status Report (Attachment #1).
2. Accept the Semiannual FY 2018 Commissioner Discussion Items Status Report with modifications.
3. Board direction.

### **Recommendation:**

Option #1

### **Attachment:**

1. FY 2019 Commissioner Discussion Items Semiannual Status Report

**FY 2018/2019  
Commissioner Discussion Items Status Report  
October 1, 2018 – September 30, 2019**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>May 23, 2017</b>	Maddox	Requested that staff provide information on the possibility of becoming a Certified Entrepreneurial Community	Administration / OEV Ken Morris / Cristina Paredes	<b>Done</b> <i>Agenda item #13 on December 11, 2018</i>
<b>June 20</b>	Proctor	Requested staff reach out to the university researchers regarding strategies to address their finding that Tallahassee is among the most economically segregated cities in the U.S.	PLACE/OEV Ben Pingree / Cristina Paredes / Darryl Jones	<b>Ongoing</b> <i>Will be included in the WMBE Disparity Study, June 2019 and will report the same to the IA in June.</i>
<b>Sept 26</b>	Dozier	Requested an agenda item on a status report and presentation from the Leon County Health Dept. on the Community Health Improvement Plan (CHIP)	HSCP Shington Lamy	<b>In Progress.</b> <i>CHIP has not yet been finalized.</i>
<b>Oct 24</b>	Lindley	Directed staff to host a Citizen Engagement Series Session on the “Keep it Rural” initiative.	CMR / Planning Mathieu Cavell / Cherie Bryant	<b>Done</b> <i>A rural community workshop session is scheduled for Thursday, April 18, 6:30 pm – 8:00 pm at the Woodville Community Center, 8000 Old Woodville Rd.</i>
<b>Feb 13, 2018</b>	Dozier	Requested the County work with FSU & Innovation Park to co-brand signage for the MagLab.	Administration / Planning / Tourism	<b>In Progress:</b> <i>Tourism and Planning are in the process of developing a wayfinding plan for points of interest throughout the County. Innovation Park and the MagLab are included in this effort.</i>
<b>April 10</b>	Dozier	Commissioner suggested that the joint commissions consider updating the sector plans as part of discussions in the fall about updating the land use component. Directed staff to facilitate a discussion on the sector plans as part of the Comprehensive Plan Land Use Element Update.	PLACE (Planning) Ben Pingree / Cherie Bryant	<b>Done</b> <i>Included as part of the February 26, 2019 Joint Workshop on the Comprehensive Plan Amendments</i>
<b>May 8</b>	Desloge	Requested an agenda item to review comparative data and key indicators from the Florida Chamber of Commerce and the National Association of Counties, and establish potential benchmarks of Leon County’s performance.	Admin / OEV Ken Morris / Cristina Paredes	<b>Done</b> <i>Agenda Item #16 April 23, 2019</i>
<b>September 24</b>	Dozier	Requested a status update on the County’s permit tracking process	DSEM David McDevitt	<b>Done</b> <i>Agenda item #11 on November 20, 2018</i>

**FY 2018/2019  
Commissioner Discussion Items Status Report  
October 1, 2018 – September 30, 2019**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>September 24 (cont.)</b>	Lindley	Requested a Budget Discussion item to include analysis on the possible joint hiring of an archeologist or preservation specialist with the City of Tallahassee and an analysis of the training provided by the Florida Bureau of Archeological Research	PLACE/Planning Ben Pingree/Cherie Bryant	<b>Done</b> <i>Agenda item for the April 23, 2019 FY 2020 Budget Workshop</i>
	Lindley	Requested a presentation from the new Executive Director of Domi Station, Antonio Montoya	PLACE/OEV Ben Pingree/Cristina Paredes	<b>Done</b> <i>Agenda Item #1 February 12, 2019</i>
	Proctor	Reflected on the need for improvements to the North Florida Fairgrounds and requested that the Board be provided with a copy of the most recent Market Feasibility Study	Admin Ken Morris	<b>Done</b> <i>Memo sent to the Board on December 4, 2018</i>
<b>October 23</b>	Proctor	Schedule a workshop with the Health Care Program Partners	Admin/HSCP Wanda Hunter/Shington Lamy	<b>Done</b> <i>Agenda item #19 on December 11, 2018</i>
	Proctor	Requested that the After-Action report include a summary of the economic impacts of Hurricane Michael.	Admin Vince Long	<b>Done</b> <i>Memo sent from the County Administrator to the Board on February 14, 2019</i>
	Dozier	Directed Leon County Volunteer Services to work with Apalachee Regional Planning Council who will convene relevant partners to discuss coordination of non-profit and community aid efforts throughout the region.	Administration / HSCP Mathieu Cavell / Shington Lamy	<b>Done</b> <i>Leon County Volunteer Services reached out to the Apalachee Regional Planning Council to discuss the best way to coordinate nonprofit and community aid efforts throughout the region; the consensus recommendation was to continue following the protocol established in the State of Florida CEMP, which designates Volunteer Florida as the lead agency for the statewide coordination of information and activities of voluntary agencies responding in times of disaster and the effective utilization of donated cash, goods, and services.</i>
	Lindley	Directed staff to bring back an agenda item considering options to honor the life and achievements of former County Administrator Parwez Alam.	Administration / ORS Heather Peeples / Maggie Theriot	<b>Done</b> <i>Agenda item #20 on December 11, 2018</i>

**FY 2018/2019  
Commissioner Discussion Items Status Report  
October 1, 2018 – September 30, 2019**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>October 23 (cont.)</b>	Lindley	Directed staff to bring back an item on how the County can partner with Lively Technical Center to meet their equipment needs.	Administration / Public Works Heather Peeples / Brent Pell	<i>In Progress</i> <i>Staff anticipates bringing back an agenda item for the Board's consideration at an upcoming summer Board meeting.</i>
<b>November 20</b>	Dozier	Requested an agenda item that evaluates a partnership with the Apalachee Regional Planning Council to fund a regional loan officer for the Solar Energy Loan Fund (SELF) program	ORS / OFS Maggie Theriot / Scott Ross	<b>Done</b> <i>Agenda item #7 on December 11, 2018</i>
	Maddox	Requested an agenda item to schedule a workshop on the possible redevelopment of the North Florida Fairgrounds.	County Admin / Ken Morris	<b>Done</b> <i>Agenda item #6 on December 11, 2018</i>
<b>December 11</b>	Maddox / Proctor	Directed staff to develop an informational brochure on the Blueprint 2020 Orange Avenue/Meridian St. project and Orange Avenue developments.	PLACE (Planning) / CMR / Admin Cherie Bryant / Mathieu Cavell / Ken Morris	<b>Done</b> <i>Informational brochures were produced and distribution commenced on March 12.</i>
	Dozier	Requested a status update on the CRA's consideration of the Bond Community project.	County Admin / Ken Morris	<b>Done</b> <i>Memo sent from the County Administrator to the Board on December 17, 2018.</i>
	Dozier	Requested an update from the new Interim Director of the Consolidated Dispatch Agency (CDA), Steve Harrelson.	County Admin / Alan Rosenzweig	<b>Done</b> <i>Presentation made at the March 12, 2019 BOCC meeting.</i>
	Proctor	Requested more information on the recent sale of the railway rights to the freight lines.	Administration / Public Works Andrew Johnson / Brent Pell	<b>Done</b> <i>Email sent to the Board December 12, 2018</i>
	Dozier	Directed staff to bring back an agenda to include an overview of internal app development including Trailhassee.com and possible partnership with Domi Station to host a hackathon.	MIS / CMR / Tourism/ PLACE (OEV) Pat Curtis / Mathieu Cavell / Kerri Post / Cristina Paredes	<b>Done</b> <i>Agenda Item #12 April 23, 2019</i>
<b>January 22, 2019</b>	Dec. 10, 2018 Board Retreat	Future agenda items to include, when applicable, analysis on how the issue contributes to Leon County's efforts to build social infrastructure.	Admin Alan Rosenzweig / Heather Peeples/ Mary Smach	<b>Done</b> <i>Agenda template modified and distributed to all Agenda Writers on January 23, 2019</i>

**FY 2018/2019  
Commissioner Discussion Items Status Report  
October 1, 2018 – September 30, 2019**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>January 22, 2019</b>	Dec. 10, 2018 Board Retreat	Highlight implemented citizen ideas on the County's website and social media	CMR Matt Cavell	<b>Done</b> <i>CMR has identified implemented citizen ideas that will be highlighted on the County's website and social media accounts. In January 2019, these ideas were also published in The Leon County LINK.</i>
	Dec. 10, 2018 Board Retreat	Explore alert system for childcare and preschool facilities, keeping them informed about active shooter situations and/or other emergencies in their immediate vicinities.	CMR/ Admin Matt Cavell/ Wanda Hunter	<u><i>In Progress</i></u> <i>Staff anticipates an update in mid-May</i>
	Dec. 10, 2018 Board Retreat	Partner with Leon County Schools to incorporate the libraries into a civic education program, including registering for a library card.	Admin / Library Heather Peeples / Debra Sears	<u><i>In Progress</i></u> <i>Staff anticipates bringing back an agenda item for the Board's consideration at an upcoming summer Board meeting.</i>
	Dec. 10, 2018 Board Retreat	Evaluate alternative structures for administering cultural grants as compared to utilizing COCA in partnership with the City including a presentation from COCA on other ways the process has and can continue to be improved prior to Board consideration of an agenda item with proposed alternatives	Admin / Tourism Ken Morris / Kerri Post	<b>Done</b> <i>COCA provided a presentation at the March 12 meeting. The Board provide alternate direction at the March 12<sup>th</sup> meeting.</i>
	Dec. 10, 2018 Board Retreat	Explore opportunities to provide heavy equipment training in cooperation with the City, Leon County Schools, and Lively Technical Center including the possible use of alternative training technologies. <i>(During the October 23, 2018 meeting, the Board directed staff to bring back an item on how the County can partner with Lively Technical Center to meet their equipment needs. The direction provided by the Board during the retreat, will be incorporated into this previous direction.)</i>	PLACE-OEV / Admin Cristina Paredes / Heather Peeples	<u><i>In Progress</i></u> <i>Staff anticipates bringing back an agenda item for the Board's consideration at an upcoming summer Board meeting.</i>
	Dec. 10, 2018 Board Retreat	Evaluate moving Annual Board Retreat to January	Admin Alan Rosenzweig/Mary Smach	<b>Done</b> <i>Agenda Item #17 January 22, 2019</i>
	Dec. 10, 2018 Board Retreat	Explore the applicability of "social impact bonds" in Leon County.	OMB Scott Ross	<b>Done</b> <i>Agenda item for the April 23, 2019 FY 2020 Budget Workshop</i>
	Desloge	Requested an update regarding possible closing of CSX lines due to damage sustained from Hurricane Michael.	Admin Andrew Johnson	<b>Done</b> <i>Email sent to the Board from the County Administrator on January 25, 2019</i>

**FY 2018/2019  
Commissioner Discussion Items Status Report  
October 1, 2018 – September 30, 2019**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>January 22, 2019</b>	Maddox	Requested the designation of the Leon County segment of Orange Avenue (S. Monroe St. to Blairstone Rd.) in honor of C.K. Steele and present a proclamation	Admin/CMR/Public Works Andrew Johnson / Matt Cavell/ Brent Pell	<b>Done</b> <i>Dedication occurred on January 31 and Proclamation presented at the February 12, 2019 BOCC meeting.</i>
	Dozier	Requested staff coordinate with the City to schedule a joint informational workshop on the Comprehensive Plan.	Admin / PLACE Ken Morris / Ben Pingree	<b>Done</b> <i>Email sent to the Board from the County Administrator on January 29 and information was included in the February 26 Joint Comp Plan Amendment Workshop.</i>
	Lindley	Requested a budget discussion item to eliminate fees for pretrial release.	Admin / IDA / OMB Wanda Hunter / Teresa Broxton / Scott Ross	<b>Done</b> <i>Agenda item for the April 23, 2019 FY 2020 Budget Workshop</i>
	Lindley	Requested an agenda item to consider a policy revision eliminating the County's appointment to the Downtown Business Association.	Admin / PLACE-OEV Ken Morris / Mary Smach / Ben Pingree	<b>Done</b> <i>Agenda Item #4 February 12, 2019</i>
	Maddox	Requested additional information about the impacts of the recent rainfall to the water table.	Admin / Public Works Ken Morris / Brent Pell	<b>Done</b> <i>Email sent to the Board from the County Administrator on January 24, 2019</i>
	Proctor	Requested a resolution in support of reopening the federal government	Admin Andrew Johnson	<b>Done</b> <i>Agenda Item #9 February 12, 2019</i>
	Proctor	Directed staff to formally request that the Florida Fish & Wildlife Conservation Commission restock fish in Lake Jackson.	Admin / Public Works Andrew Johnson / Brent Pell	<b>Done</b> <i>Email sent to the Board from the County Administrator on February 8, 2019</i>
<b>February 12</b>	Maddox	Directed staff to prepare a Resolution in support of legislation to allow automated independent election audit systems.	Administration Andrew Johnson	<b>Done</b> <i>Resolution routed for signature on April 10, 2019</i>
	Lindley	Requested an agenda item reviewing animal services best practices including the findings and recommendations from the City's Animal Shelter consultant.	EMS/Animal Control / Admin Chad Abrams / Cara Aldridge/ Wanda Hunter	<b>Done</b> <i>Agenda Item #8 April 23, 2019</i>

**FY 2018/2019  
Commissioner Discussion Items Status Report  
October 1, 2018 – September 30, 2019**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>February 12 (cont.)</b>	Maddox	Requested a letter to the CSC Planning Committee and CHSP Needs Assessment consultant asking for their evaluations to include specific analysis and recommendations to address the issues of poverty and illiteracy in the 32304 zip code	Admin Wanda Hunter / Heather Peoples	<b>Done</b> <i>Letters sent to the CSC Chair and the Needs Assessment Consultant from the County Administrator on February 13, 2019</i>
	Proctor	Requested an agenda item to consider placing a historical marker on the roundabout on Oakridge Road	Admin / Public Works Ken Morris / Brent Pell	<u><i>In Progress</i></u> <i>Staff anticipates bringing back an agenda item for the Board's consideration at May 14<sup>th</sup> meeting.</i>
<b>February 26 County/City Comp Plan Workshop</b>	Dozier	Motion for staff to bring options for consulting services to assist with data analysis for the Land Use Element Update as part of their respective budget workshops and to provide a timeline for a possible future joint workshop.	Admin / PLACE-OEV Ken Morris / Ben Pingree / Cherie Bryant	<b>Done</b> <i>Agenda item to consider joint City/County funding on the April 23, 2019 FY 2020 Budget Workshop</i>
<b>March 12</b>	Maddox	Requested staff schedule a presentation from the new COCA Director by the end of the year and table the agenda item evaluating alternative structures for administering cultural grants for one year.	Admin / Tourism Ken Morris / Kerri Post	<u><i>In Progress</i></u>
	Proctor	Requested staff schedule a workshop providing a comprehensive review of Leon County Detention Center operations.	Administration / IDA Wanda Hunter / Andrew Johnson / Teresa Broxton	<b>Done</b> <i>Agenda Item #6 April 23, 2019</i>
	Dozier	Requested staff prepare an agenda item after the conclusion of the FY 2019-20 budget cycle to evaluate the long-term financial plan for the operation of the Kearney Center.	Administration / OMB Wanda Hunter / Scott Ross	<u><i>In Progress</i></u>
	Desloge	Requested an agenda item for Leon County's 200 <sup>th</sup> Anniversary in 2024	Administration / Tourism Ken Morris / Kerri Post	<u><i>In Progress</i></u>
	Desloge	Requested staff prepare an agenda item exploring "social impact bonds" as a way to fund human services. (Reiterated the Board's requested from the December 2018 Retreat.)	OMB Scott Ross	<b>Done</b> <i>Agenda item for the April 23, 2019 FY 2020 Budget Workshop</i>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #15**



# Leon County Board of County Commissioners

## Agenda Item #15

April 23, 2019

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

**From:** Gwendolyn Marshall, Clerk of the Circuit Court and Comptroller

**Title:** Annual Investment Report for Fiscal Year 2017-2018

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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 Kenneth Kent, Interim Finance Director, Clerk of the Circuit Court and Comptroller
<b>Lead Staff/ Project Team:</b>	Yolaine Cousar, Treasury Manager

### **Statement of Issue:**

As required by Leon County's Investment Policy No. 17-4, this agenda item seeks the Board acceptance of the Fiscal Year 2017-2018 Annual Investment Report as provided by the Leon County Clerk of Circuit Court and Comptroller.

### **Fiscal Impact:**

This item has no fiscal impact; however, the report details investment income earned of approximately \$2.5 million for the Fiscal Year 2017-2018.

### **Staff Recommendation:**

Option #1: Accept the Annual Investment Report for Fiscal Year 2017-2018 (Attachment #1).

## Report and Discussion

### **Background:**

The Surplus Funds Investment Ordinance No. 02-18, established the Investment Oversight Committee (IOC) to monitor investments and established specific authority for the investment of surplus funds as required by state statutes. Additionally, County Policy No. 17-4 states that the IOC will provide the Board of County Commissioners with an annual report on the performance and conditions of the County's investments.

The IOC was established to formulate investment strategies, provide short-range direction, and monitor the performance and structure of the County's portfolio. The IOC's membership consists of the Clerk of the Circuit Court and Comptroller or designee, the County Administrator or designee, and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. Surplus funds are invested through a variety of investment instruments. Maintaining a core level of assets with the government pools, such as the State of Florida Special Purpose Investment Account (SPIA) or other short-term entities, is viewed as the best way of maintaining secure asset values with sound investment practices. Insight Investments was chosen through a competitive selection process to invest the intermediate-term investments. Overnight investments and liquidity is maintained through the County's banking.

### **Analysis:**

Clerk staff, in conjunction with the external manager, developed an Annual Investment Report that outlines the investment activities of Leon County (Attachment #1). This report was presented to the IOC at its quarterly meeting on March 5, 2019. The IOC reviewed and approved the report and authorized it to be presented to the Board of County Commissioners. The Clerk and IOC report that the investment of all funds this year was consistent with the Leon County Investment Policy No. 17-4, implemented pursuant to Ordinance No. 02-18.

The total income of \$2,545,463 provided an effective rate of return of 1.56% on an average daily balance of \$162,650,803 in fiscal year 2018. For comparison, the portfolio earned a total income of \$1,943,409 during the fiscal year ending September 30, 2017. This total income provided an effective rate of return of 1.17% on an average daily balance of \$165,941,591.

Investment income year-over-year increased by 31% despite a \$3.3 million decrease in overall average investible cash balances. The primary reasons for the increase in income is due to a rising interest rate environment and the active portfolio management that was well positioned to take advantage of the timing of the rate increases. The decrease in the average daily balance of investible cash year-over-year reflected expenditure of funds for capital construction projects as well as disaster recovery. Much of the expended funds related to the recovery from the hurricanes, will be reimbursed from FEMA over the next year. The Florida Division of Treasury manages the fixed income investment operation for both general revenue and trust funds in the State Treasury, and funds of organizations such as Leon County Board of County Commissioners opting to participate in the Treasury's Special Purpose Investment account (SPIA). However, in March 2015, the State of Florida closed the Florida Treasury Investment Pool to any new members that

are non-component units of the State of Florida. Since the participation in this state managed pool meets the Leon County policy objectives of return maximization with acceptable levels of risk, the IOC will continue to manage a strategy to allocate funds to this unique local government higher-earning investment opportunity.

**Options:**

1. Accept the Annual Investment Report for Fiscal Year 2017-2018 (Attachment #1).
2. Do not accept the Annual Investment Report for Fiscal Year 2017-2018.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Annual Investment Report for Fiscal Year 2017-2018

# **ANNUAL INVESTMENT REPORT**

FOR THE YEAR ENDED  
SEPTEMBER 30, 2018

GWEN MARSHALL  
CLERK OF CIRCUIT COURT  
AND COMPTROLLER

LEON COUNTY, FLORIDA

**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2018  
Leon County, Florida

**EXECUTIVE SUMMARY**

The Commission approved Investment Policy provides for a conservatively managed portfolio that performed as expected during fiscal year 2018. Policy controls related to portfolio duration, credit quality, liquidity and instrument selection have been established to reduce volatility with respect to investment returns. **The portfolio earned \$2,706,330 in interest and realized losses of \$160,867 for a total income of \$2,545,463 during the fiscal year ending September 30, 2018. This total income provided an effective rate of return of 1.56% on an average daily balance of \$162,650,803.** For comparison, the portfolio earned \$2,101,797 of interest and realized losses of \$158,388 for a total income of \$1,943,409 during the fiscal year ending September 30, 2017. This total income provided an effective rate of return of **1.17% on an average daily balance of \$165,941,591.**

Investment income increased 31% year over year in spite of a \$3.3 million decrease in overall average investible cash balances. The primary reasons for the increase in income is due to a rising interest rate environment and the active portfolio management that was well positioned to take advantage of the timing of the rate increases. The decrease in the average daily balance of investable cash year over year reflected expenditure of funds for capital construction projects as well as disaster recovery. Much of the funds for the disaster recovery will be reimbursed from FEMA related to the cleanup from hurricanes.

The \$160,867 in realized losses in fiscal year 2018, referenced above, were from the external portfolio and were attributed to selling investments to take advantage of new opportunities to reinvest at higher yields. Reloading the portfolio into a higher yield environment should translate into higher income in the future. From a total return perspective, Insight's (the external manager) active management style has also translated into incremental returns over the benchmark.

Section 218.415 (15), Florida Statutes, requires Leon County Clerk of Circuit Court and Comptroller to provide an annual report to the Board of County Commissioners of the securities in the portfolio by investment type, book value, market value and income earned. This information is included in Table I and Table II below and the chart on page 6 as of September 30, 2018.

**Table I Ending Balances Fiscal Year Ended September 30, 2018**

<b>Portfolio</b>	<b>Book Value</b>	<b>Market Value</b>
<i>Insight Investment</i>	56,781,175	56,027,643
<i>FL Local Govt Investment Trust</i>	5,905	5,905
<i>FL State Treasury SPIA</i>	46,011,070	45,074,036
<i>Florida Prime</i>	9,293,816	9,293,816
<i>Wells Fargo Cash</i>	5,021,748	5,021,748
<i>Wells Fargo Sweep</i>	15,771,033	15,771,033
<i>Total Cash and Investments</i>	132,884,747	131,194,181

**Table II Average Daily Balance and Income**

<b>Investment Type</b>	<b>FY 2017 Avg Daily Balance</b>	<b>FY 2018 Avg Daily Balance</b>	<b>Total Income FY 2018</b>
<i>Insight Investment</i>	71,975,030	55,734,602	764,679
<i>FL Local Govt Investment Trust</i>	347,543	5,875	27
<i>FL State Treasury SPIA</i>	76,399,622	75,859,396	1,281,509
<i>Florida Prime</i>	114,113	13,982,037	288,138
<i>Wells Fargo Cash</i>	12,572,945	7,080,126	81,557
<i>Wells Fargo Sweep</i>	4,532,338	9,988,767	129,553
<i>Total Daily Average</i>	165,941,591	162,650,803	
<i>Total Income</i>			2,545,463
<i>Income / Avg. Daily Bal</i>			1.56%

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Leon County, Florida

**Investment Oversight Committee**

The Investment Policy of the Board of County Commissioners provides for an Investment Oversight Committee to work with the Clerk of the Circuit Court and Comptroller in the investment of the portfolio. The Committee meets quarterly unless interim issues require more frequent meetings. Meetings are noticed, open to the public and the minutes of each meeting recorded. The IOC consists of the Clerk Designee, Director of Civil Court, Kenneth Kent; the County Administrator Designee, Director of Financial Stewardship, Scott Ross; and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. They are David Reid, CPA, Michael Kramer, managing partner, K3 Investments, and J. Ben Watkins III, State of Florida Director of the Division of Bond Finance.

During the fiscal year ending September 30, 2018, the portfolio was managed within the guidelines and limitations of the Investment Oversight Committee recommendations and the Commission approved policy without exception.

**Investment Managers**

The investment portfolio quarter ending balances ranged from \$131,194,181 to \$216,424,230 during the fiscal year, with higher balances during the winter as tax collection notices are distributed by the Leon County Tax Collector. The internal portfolio was generally allocated to the Florida Treasury Special Purpose Investment Account (SPIA) during the year for diversification and liquidity.

Insight Investment, the external manager invested an average of 34% of the Leon County portfolio during fiscal year. Currently, Insight Investment manages approximately \$56 million fixed income assets that resulted in a portfolio duration during the fiscal year ranging between 1.55 and 1.78 years. The established performance benchmark for Insight is the Bank of America/Merrill Lynch 1-3 Year Government Index. Insight Investment, formerly known as Cutwater Asset Management, has managed the County's external portfolio since June 1, 2010.

During late second quarter of fiscal year 2017 and early first quarter of fiscal year 2018 there was a reallocation of funds from Insight Investment, the external manager to the Finance managed portfolio to provide additional liquidity for operating expenses and to realign assets. This reallocation of funds is reflected in the reduction of the Insight Investment average daily balances in Table II.

The Clerk began the RFP process of a competitive selection during fiscal year 2018 since the Investment Agreement with Insight Investment was scheduled to end in November 2018. After completion of the entire RFP process in October 2018, the Investment Oversight Committee and the Clerk selected Insight Investment. A new contract was executed with Insight Investment in November 2018. The contract can be terminated at any time by either party giving at least thirty (30) days' prior notice in writing.

The Clerk completed bidding out its banking relationships pursuant to a competitive selection process and entered into a contract on April 1, 2012, with Wells Fargo Bank. The contract (with the current extensions) is set to expire March 31, 2019. This contract with Wells Fargo Bank has been extended to March 31, 2021, during the last six months of this extension, the county can give a 60-day notice to terminate the contract.

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**I. INVESTMENT POLICY**

Section 218.415, Florida Statutes provides units of local government the ability to adopt a written investment plan to govern the investment of their investment portfolio. The Leon County Board of County Commissioners on July 11, 2017 adopted a new investment policy which is a replacement of the investment policy adopted on September 17, 2002 which later had revisions that were adopted by the Board of County Commissioners on October 11, 2011 and again on February 25, 2014.

The Florida Constitution provides that the Clerk of Court and Comptroller (Clerk) will be responsible for the investment of County funds and this report is being submitted by the Clerk as provided by the Board's Investment Policy. All investment activity was conducted in accordance with written procedures and internal controls.

**II. INVESTMENT OVERSIGHT COMMITTEE**

The Clerk established the Investment Oversight Committee (IOC) to formulate investment strategies, to provide short-range direction, and to monitor the performance and structure of the County's portfolio. The IOC consists of the Clerk Designee, Director of Civil Courts, Kenneth Kent; the County Administrator Designee, Director of Financial Stewardship, Scott Ross and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. The three outside members are David Reid, CPA, Michael Kramer, managing partner, K3 Investments, and J. Ben Watkins III, State of Florida Director of the Division of Bond Finance.

**III. ACTIVITIES OF THE INVESTMENT OVERSIGHT COMMITTEE**

The Investment Oversight Committee (IOC) scheduled periodic meetings to discuss issues relating to the investments of the County. During the current year, the IOC continued to maintain the average annual effective duration for the managed external portfolio of about 1.6 to 1.8 years. Given the Fed forecasts for up to two rate hikes in 2019, the IOC will continue to carefully monitor the portfolio duration and allocation of assets.

**IV. INVESTMENT OBJECTIVES**

The Policy states that the primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity and finally, return maximization.

Safety of principal is the foremost investment objective. Investment transactions should seek to keep capital losses to a minimum, whether the result of security defaults, or erosion of market value. This is best insured by establishing minimum acceptable credit ratings, limiting the portfolio's overall duration, setting maximum exposures by sector, defining appropriate levels of diversification and authorized transactions and limiting exceptions.

The second objective is the provision of sufficient liquidity. A portion of the County's overall portfolio should be maintained very liquid in order to meet operating, payroll, and ongoing capital requirements. Maintaining a core level of assets with the government pools, such as the Treasury Special Purpose Investment Account (SPIA) or other short-term entities, is viewed as the best way of maintaining secure asset values with sound investment practices. The remainder of the overall portfolio should be managed in such a manner that funds can be liquidated in a reasonable amount



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of time, recognizing that there are other sources for day-to-day liquidity and that this portfolio is primarily available for income generation within the constraints of this policy.

**Maximizing yield on the portfolio is of least importance compared to the safety and liquidity objectives above.** Return maximization is guided by the predefined and acceptable levels of risk as defined in this policy.

V. PORTFOLIO PERFORMANCE

Acceptable portfolio performance is the result of balancing the rewards of investing, or the income earned, with the risks associated with those investments. Factors influencing the portfolio's performance are the types of permitted investments and allowable maturities, liquidity requirements, overall interest rate environment, cash flows, and the investment manager's performance.

**The portfolio earned \$2,706,330 in interest and realized losses of \$160,867 for a total income of \$2,545,463 during the fiscal year ending September 30, 2018. This total income provided an effective rate of return of 1.56% on an average daily balance of \$162,650,803.** For comparison, the portfolio earned \$2,101,797 of interest and realized losses of \$158,388 for a total income of \$1,943,409 during the fiscal year ending September 30, 2017. This total income provided an effective rate of return of 1.17% on an average daily balance of \$165,941,591.

The external portfolio did have realized losses from active management in the external portfolio for the 12-months ending September 30, 2018 of \$160,867. These losses were attributed to selling investments to take advantage of new opportunities for the external portfolio. Insight is actively managing the account to take advantage of new opportunities and rising rates. The yield on the external portfolio on September 30, 2018 was 2.73% versus 1.59% on September 30, 2017. From a total return perspective, Insight's active management style has also translated into incremental returns over the passive benchmark.

The following is an overall market and portfolio specific commentary provided by the County's investment advisor, Insight Investment.

**Insight Investment Fourth Quarter 2018 Review & Outlook**

For third quarter calendar year 2018 US GDP registered 3.4% growth and is tracking to 2.5-2.9% growth for the full calendar year. The labor market remained strong, registering 762,000 new non-farm payrolls added during the 4th quarter coupled with an unemployment rate of merely 3.9%<sup>1</sup>. Wage growth has also passed 3%, which supported strong holiday spending. The Federal Reserve (Fed) raised interest rates for the fourth time in 2019 as a result of this economic strength and signaled a continued but slower pace of rate increases for 2019, yet markets reacted poorly to this message. Treasury yields have rallied significantly since this policy decision and markets are now pricing in a reduction to interest rates instead of the signaled increase. The S&P 500 Index drew down 20% peak to trough and finished 2018 down 4.4% inclusive of dividends. Ten-year Treasury yields fell to 2.7% after trading above 3.2% in October.

Divided government has historically been positive for risk markets and economic growth, but the current situation proved too much for risk assets at the close of calendar year 2018. It is also worth mentioning that several high-profile ratings downgrades of A-rated companies to BBB and profit warnings due to international trade added to this volatile situation.

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<sup>1</sup> Bureau of Labor Statistics

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**2019 outlook**

While we expect 2019 economic growth to slow, it is still projected to exceed economic potential thereby creating jobs, inflationary pressure and likely to cause the Fed to nudge the borrowing rate higher. Risk markets will likely remain volatile during this process as it is unclear if financial conditions can remain consistently calm amidst domestic and international geopolitical uncertainties. That being said, volatility creates opportunity as the market gyrates between expected recession and continued expansion. We anticipate opportunity for fixed income investors to safely add yield again in 2019 as interest rates and risk premiums rise, in the context of a slower but growing economy.

**VI. PERMITTED INVESTMENTS AND ALLOWABLE MATURITIES**

Table 1 summarizes the permitted investments, composition limits, and maximum allowable maturities. The County’s available funds are invested according to Leon County Investment Policy Section XV, which authorizes the County to invest in specific permitted investment types. The permitted investments are restricted by the Policy in their composition limits and maximum allowable maturities. The Policy permits maturities of the operating portfolio establishing a range of 60 days to 10 years. Table 1 gives a brief description of each investment type. It is generally regarded that the following investment types are safe investments and meet the Policy’s first objective: safety.

**Table 1 – Permitted Investments**

<b><u>Investment Type</u></b>	<b><u>Composition Limit</u></b>	<b><u>Max Maturity/ WAL Limit</u></b>
<i>Repurchase Agreements</i>	15%, 5% any one issuer	60 Days
<i>Bankers' Acceptances</i>	15%, 5% any one issuer	270 Days
<i>Commercial Paper</i>	20%, 5% any one issuer	270 Days
<i>Financial Deposit Instruments</i>	30%	2-Year, 1-Year Avg
<i>Federal Agencies</i>	100%, 20% any one issuer	5-Year
<i>Federal Instrumentalities</i>	45%, 15% any one issuer	5-Year
<i>Corporate Debt</i>	25%, 3% any one issuer	5-Year
<i>Municipal Bonds</i>	35%, 3% any one issuer	5-Year
<i>Mortgage Backed Securities (MBS), including CMOs</i>	35%, 5% any one issuer	5-Year WAL
<i>Asset Backed Securities</i>	10%, 3% any one issuer	5-Year WAL
<i>Commercial Mortgage Backed Securities (CMBS)</i>	8%, 3% any one issuer	5-Year WAL
<i>US Government Securities</i>	100%	10-Year
<i>US Federal Agencies (full faith and credit)</i>	100%, 20% any one issuer	5-Year
<i>SBA, FLGIT, FMIT 0-2, and FMIT 1-3</i>	15% each	NA
<i>SPIA, Money Markets</i>	100%	NA

The internal portfolio was invested in the following government pools during fiscal year ending September 30, 2018:

**A. Florida Local Government Surplus Funds Trust Fund, also known as Florida PRIME**

Florida PRIME is administered by the Florida State Board of Administration (SBA) for the purpose of pooling investment funds of local governments in an investment portfolio of money market instruments that provide liquidity while preserving capital. On February 13, 2008, the Trustees of the SBA hired Federated Investors to manage Florida PRIME, effective on March 1, 2008. As of October 1, 1997, the SBA had converted Florida PRIME to a “2a-7 like” investment pool (SEC Rule 2a-7 of the Investment Company Act of 1940). The SBA generally intends to maintain a weighted average maturity of 60 days or less, to invest at least 50% of the pooled assets in securities rated A-1+ or deemed of comparable quality, and to have no more than 25% of assets in a single industry sector,

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except the financial services industry. On September 30, 2018, Florida PRIME was invested in fixed rate and floating rate bank instruments, repurchase agreements, fixed rate and floating rate corporate commercial paper, floating rate corporate notes, money market mutual funds, and fixed rate and floating rate asset backed commercial paper. The rating for Florida Prime as of September 30, 2018 was AAAM. A maximum of 15% of the portfolio may be invested in Florida PRIME.

**B. The Florida Local Government Investment Trust Government Fund (FLGIT)**

The FLGIT is a local government investment pool created by the Florida Association of Court Clerks and Comptrollers, and the Florida Association of Counties for the purpose of providing public entities with an investment program that focuses on longer term securities with the highest credit ratings. The effective maturity of the underlying investments is five years or less. At year end, the FLGIT major holdings included Treasury Notes, Money Markets, Corporates, Asset-Backed Securities, Municipals and Federal agency obligations. This investment type is subject to some market risk due to fluctuating prices and liquidity risk due to advance redemption notification requirements. However, it has a professional investment advisor and an investment advisory board, and provides diversity in the Fund's portfolio. The FLGIT maintains a credit rating of AAA by Fitch. Investments in this pool are limited to a maximum of 15% of the portfolio.

**C. Special Purpose Investment Trust (SPIA)**

Effective July 1, 2004, Section 17.61(1), Florida Statutes was amended to permit organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool "Special Purpose Investment Account (SPIA)." Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. The rating for the Treasury Investment Pool as of September 30, 2018 was A+f. The County Investment Policy allows up to 100% of the County portfolio to be invested in SPIA.

In March 2015, the Florida Treasury implemented procedures to provide better cash forecasting and an increase in funds available for longer term investments which should increase the interest earnings of the pool as a whole. These enhancements include (1) closing the pool to new noncomponent unit entities, (2) requiring new withdrawal notices and minimum balance requirements and (3) setting a cap on investment amounts. Instead of 100% liquidity with 3 days' notice, the Florida Treasury now requires 5 days' notice for liquidations between \$20 and \$75 million and 20 days' notice for liquidations over \$75 million. In addition, 6 months' notice is required for liquidations planned below a floor calculated as 60% of the previous 3 months average balance. The changes by the Florida Treasury will reduce the possibility of large unplanned liquidations from the pool. The IOC evaluated these changes and determined that the associated risks would be monitored and dollars reallocated between asset classes (including SPIA) based on periodic analysis of the market risk.

The financial details and disclosures for the Treasury Investment Pool are made in Note 4 to the State of Florida Comprehensive Annual Financial Report (CAFR).

The Treasury Investment Pool (Pool) earned \$39,928,099 in September 2018. For the month of September, these earnings resulted in a gross effective interest rate (annualized) of 2.043%. The Pool's fair value factor was 0.9796 for September. A factor of more than 1.0000 indicates that the market value of the Pool's investments is more than the funds invested in the Pool. For more information relating to the Treasury Investment Pool, please visit the website at <http://www.myfloridacfo.com/Division/Treasury/>.

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VII. LIQUIDITY REQUIREMENTS

The second objective in managing the County's investments is the provision of sufficient liquidity. On a regular basis, the County's receipts and disbursements are analyzed to determine trends in cash inflow and outflow. Cash inflows are invested immediately upon receipt and become part of the portfolio. The portfolio provides cash for weekly payment of operating and capital expenditures, biweekly payment of payroll expenditures and semiannual debt service payments.

VIII. INVESTMENT OPERATIONS

Investing activities are conducted by the investment advisor and qualified professionals in the Clerk's Office in accordance with Florida Statutes, County Ordinances, and written policies and procedures. Periodic reports of investment activity and positions are prepared and distributed to management of the Clerk's Office, management of the BCC and the Investment Oversight Committee. Regular meetings of the IOC are held to monitor the portfolio, evaluate investment performance and discuss investment strategies.

The investment advisor and Clerk staff use sophisticated techniques in carrying out investment activities including the use of electronic bank and trust account systems, electronic funds transfer, on-line real-time monitoring of U.S. securities markets and electronic trading. Bank account balances, cash requirements, investment positions and trust account activity are monitored daily. Current conditions and evaluations of national economic activity are considered in making asset allocation decisions.

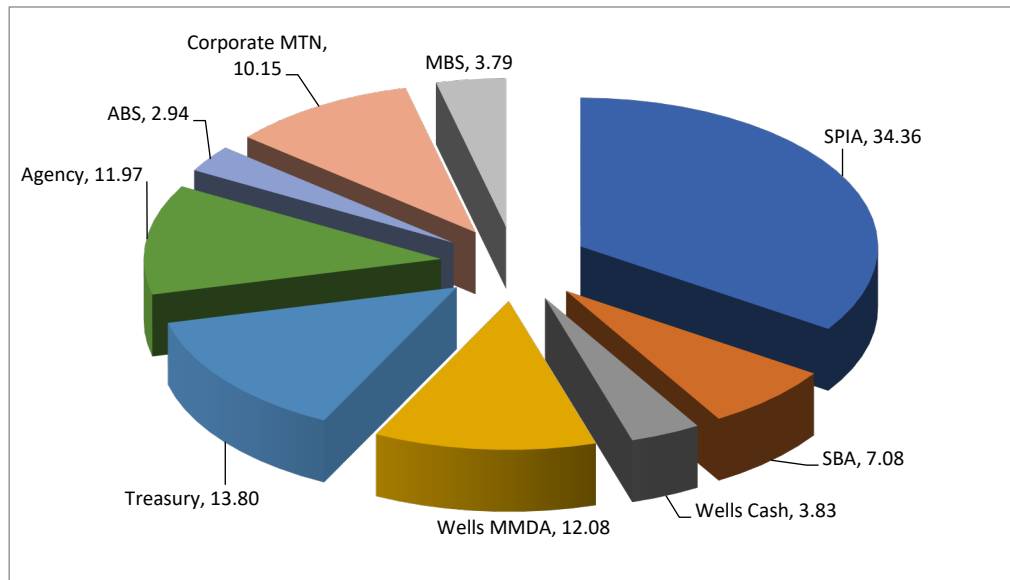
A. Portfolio Balances

The portfolio's ending balance for fiscal year 2018 was \$131,194,181 while the ending balance for 2017 was \$127,390,920, an increase of \$3,803,261.

B. Portfolio Composition

The Clerk or the Clerk's designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting. The portfolio was managed in compliance with diversification requirements for investment types as shown in the following **Table 2 Portfolio Composition**.

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C. Portfolio Maturities

Portfolio management was also accomplished in compliance with the Policy that requires ensuring sufficient liquidity as well as diversity in maturities. Shown in Table 3 are the average terms of each investment type held as of fiscal year end 2018 and 2017. Average term is the weighted average number of days remaining to maturity of the investment. Average terms greater than one year represent investments of non-current funds, including the non-current operating portfolio, and investments of bond proceeds and debt service reserve funds. The externally managed portfolio was invested for a weighted average term of approximately 584 days in fiscal year 2018, as compared with a weighted average term of 867 days in fiscal year 2017.

**Table 3- External Manager Average Term by Investment Type (Days)**

	FY 2018	FY 2017
<b>US Treasury Notes</b>	631	904
<b>US Agency Notes</b>	420	622
<b>Commercial Mortgage Backed Securities</b>	471	871
<b>Asset Backed Securities</b>	504	1,003
<b>Mortgage Backed Securities</b>	913	5,935
<b>Municipal Notes</b>	-	-
<b>Corporate Notes</b>	635	513

D. Earnings and Yields

The portfolio earned \$2,706,330 in interest and realized losses of \$160,867 for a total income of \$2,545,463 during the fiscal year ending September 30, 2018. This total income provided an effective rate of return of 1.56% on an average daily balance of \$162,650,803. For comparison, the portfolio earned \$2,101,797 of interest and realized losses of \$158,388 for a total income of \$1,943,409 during the fiscal year ending September 30, 2017. This total income provided an effective rate of return of 1.17% on an average daily balance of \$165,941,591. The range of duration of the County's overall portfolio is defined as 0.5 years to 2.5 years. Unusual market or economic conditions may mandate moving the portfolio outside of this range. The Investment

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Fiscal Year Ended September 30, 2018  
Leon County, Florida

Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above. The duration of the portfolio was an annual average of 2.4 years.

**Table 4- Quarter Wt. Average Yields**

	<b>09.30.17</b>	<b>12.31.17</b>	<b>03.31.18</b>	<b>06.30.18</b>	<b>09.30.18</b>
<b>Insight Investment</b>	1.59%	2.03%	2.46%	2.66%	2.73%
<b>FL Local Govt Investment Trust</b>	1.33%	1.66%	1.93%	2.07%	2.32%
<b>FL State Treasury SPIA</b>	1.70%	1.71%	1.55%	1.81%	1.92%
<b>Florida Prime</b>	1.34%	1.46%	1.85%	2.11%	2.34%
<b>Wells Fargo Cash</b>	1.25%	1.40%	1.58%	1.58%	2.03%
<b>Wells Fargo Sweep</b>	0.86%	1.05%	1.35%	1.67%	1.85%
<b>Quarter Wt. Average Yields</b>	1.60%	1.68%	1.82%	2.13%	2.29%

The dollar amount of interest earnings is used in historical and budgetary comparisons and in cash flow analysis. Actual interest earnings totaled \$2,706,330 in fiscal year 2018 and \$2,101,797 in fiscal year 2017. Actual interest earnings were \$639,010 more than the budget in fiscal year 2018 and \$1,008,245 more than the budget in fiscal year 2017.

**Table 5- Budget and Actual Income**

	<b>FY 2018</b>	<b>FY 2017</b>
<i>Actual</i>	2,706,330	2,101,797
<i>Budget</i>	2,067,320	1,093,552
<i>Variance</i>	\$639,010	\$1,008,245

**IX. CONCLUSION**

In conclusion, the results outlined in the Annual Investment Report are as follows:

- Investment income increased 31% year over year despite a \$3.3 million decrease in average investible cash. This increase in income was primarily due to a rising interest rate environment and the active portfolio management that was well positioned to take advantage of the timing of these rate increases. The primary reasons for the \$3.3 million reduction in the average daily balance of investable cash year over year included expenditure of funds for capital construction projects and disaster recovery during the fiscal year. Much of the expenditures for disaster recovery will be reimbursed from FEMA related to the from hurricanes.
- Realignment of assets from outside investment manager.
- The Investment Portfolio activity was in compliance with the Investment Policy.
- The economic environment continues to be highly volatile. The external manager continues to tactically manage the duration as changes in the market occur.

**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2018  
Leon County, Florida

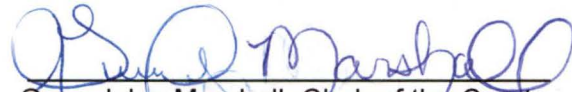
**Investment Oversight Committee**

The IOC met regularly to oversee the performance of the external manager. The investment policy requires staff to notify the IOC any time that any holdings drop below the minimum credit ratings required under the policy. The IOC will then consider the current market environment and make recommendations to either hold and monitor the investments or to liquidate the investments. On October 3, 2018, the external manager notified the IOC regarding the recent downgrade by Standard and Poor's of one security within the externally managed portfolio. The security was issued by General Electric Company and was downgraded to BBB+. The IOC closely reviewed this downgrade and given the external manager's recommendation to maintain this security has agreed to continue hold this security, subject to ongoing monitoring, within the portfolio.

On March 5, 2019 the IOC met to review and approve this annual report summarizing the performance of the internal portfolio and the external manager.

Presented by:

  
\_\_\_\_\_  
David Reid, Chairman  
Investment Oversight Committee

  
\_\_\_\_\_  
Gwendolyn Marshall, Clerk of the Court  
and Comptroller, Leon County, Florida

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**



# Leon County Board of County Commissioners

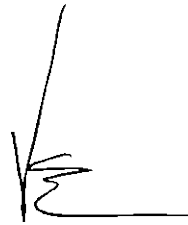
## Agenda Item #16

April 23, 2019

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

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

**Title:** First Quarter 2019 Economic Dashboard and Report on Economic Indicators, Comparative Data and Performance Measures



<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 Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement
<b>Lead Staff/ Project Team:</b>	Cristina Paredes, Director, Office of Economic Vitality Dan Lucas, Research Coordinator

### **Statement of Issue:**

This agenda item seeks Board acceptance of the First Quarter 2019 Economic Dashboard Report, which quantifies the economic health and growth of Leon County each quarter to evaluate local economic vitality. In addition, as requested by the Board, this item provides a detailed report on the economic indicators, comparative data, performance measures, and benchmarks utilized by the Office of Economic Vitality (OEV) to improve economic and quality of life outcomes in the community.

### **Fiscal Impact:**

This item has no fiscal impact

### **Staff Recommendation:**

Option #1: Accept the First Quarter 2019 Economic Dashboard and report on economic indicators, comparative data and performance measures.

## Report and Discussion

### **Background:**

On February 13, 2017, OEV launched the *Quarterly Economic Dashboard* to provide a regular and consistent snapshot of the economic vitality of the local community. The Dashboard has multiple audiences, so it is designed to appeal to local stakeholders as well as business leaders outside Leon County who may be considering company expansion or relocation. This agenda item seeks Board acceptance of the *First Quarter 2019 Economic Dashboard* and, as requested by the Board, a more detailed report on the economic indicators, comparative data, performance measures, and benchmarks utilized by OEV to improve economic and quality of life outcomes in the community.

At the May 8, 2018 meeting, Commissioner Desloge updated the Board regarding a Florida Chamber of Commerce presentation he had recently attended which included various economic indicators for the State of Florida. Commissioner Desloge requested, and the Board approved, directing a future agenda item be prepared to review economic comparative data and key indicators, including data from the Florida Chamber of Commerce and the National Association of Counties (NACo). The following analysis is an overview of economic indicators data available through the Florida Chamber of Commerce and NACo along with a detailed report on the economic indicators, comparative data, performance measures, and benchmarks that make up OEV's data intelligence platform. And finally, this item demonstrates how OEV's data intelligence platform informs efforts to improve economic and social outcomes.

### **Analysis:**

OEV diligently monitors key economic metrics and tracks current economic trends and conditions that are important to the local economy. OEV hosts the region's most comprehensive and interactive economic data source, exceeding best practices for economic development organizations. The online Data Center, found at [www.OEVforBusiness.org/data-center](http://www.OEVforBusiness.org/data-center), offers a database of 80+ economic indicators and is updated continuously to ensure visitors can retrieve the most accurate data. The *Dashboard* serves as a supplement to the Data Center and provides a snapshot of the local economy by focusing on key and most commonly requested economic indicators in a format that is easy to read and follow.

The most recent *Dashboard*, which includes data representing the first quarter 2019 (the most up-to-date information available), demonstrates positive growth across most indicators. A few noteworthy indicators are discussed in more detail below, and information on all top indicators can be found in Attachment #2.

- **Employment** levels for December 2018 increased by 2.4%, compared to December 2017, marking 35 straight months of employment gains, comparing the same month of the prior year for the Tallahassee Metropolitan Statistical Area (MSA). The MSA includes Leon, Gadsden, Jefferson, and Wakulla Counties.

- The **Unemployment Rate** in Leon County was 3.1% in December (3.2% Tallahassee MSA), the lowest rate for any December since 2006.
- **TLH Passengers** in Q4 2018 were up 5.5% from Q4 2017, and the most for any Q4 since 2007.
- The **Median Single-Family Home Sales Price** rose 5.7% to \$214,500 between December 2017 and December 2018. Median Sales Price has risen in ten of the past 20 quarters in the MSA and has been lower than the statewide median sales price since Q4 2013.
  - Homesteaded structures (excluding the land value) totaled \$8.46 billion in 2018, just topping the pre-recession high of \$8.45 billion in 2007.
- **Mortgage Foreclosures** in Leon County totaled 50 in Q4 2018, down 59% from Q4 2017. Fewer than 400 foreclosures occurred in Leon County in 2018, the smallest annual total since prior to 2004.

As directed by the Board, the following sections analyze the information and data resources made available by the Florida Chamber of Commerce and NACO relative to the key indicators, performance measures, and benchmarks utilized by OEV.

*The Florida Scorecard and NACO County Explorer:*

The Florida Chamber of Commerce produces *The Florida Scorecard*, an online tool that identifies metrics relating to Florida's economy at both state and county levels (Attachment #3). *The Florida Scorecard* has eight metrics with county-level data, including unemployment, housing permits, sales tax revenue, wealth migration, poverty rate, high school graduation rate, and population. Most are already included in OEV's Data Center and some are included in OEV's *Quarterly Economic Dashboard*. *The Florida Scorecard* only has annual data (except labor force). By comparison, OEV tracks most of these same indicators with more than 20 updated monthly or quarterly, and more than 65 additional indicators tracked annually.

The National Association of Counties (NACo) maintains approximately 100 indicators for each of the 3,069 US counties in their online *County Explorer* mapping interactive tool. *County Explorer* includes: the ability to map any economic indicator relative to all US counties; brief county profiles at state or state/county level; and a comparison option with another county, similar size county, State, or with all US counties. Following the Great Recession, NACo began publishing *County Economies Reports* as a component of *County Explorer* and an advocacy campaign to draw attention to the disparate recovery of local communities to pre-recession levels. In 2016, the *County Economies Report* for Leon County was published, reflecting the County's performance related to unemployment rate changes, growth in jobs, economic output, and median home prices from 2002 to 2016 (Attachment #4).

The indicators in Florida Chamber of Commerce's *Scorecard* and NACo's *County Explorer* economic profile closely mirror many of the measurements in OEV's online Data Center and *Quarterly Economic Dashboard* as they use most of the same reliable state and national data sources. However, OEV has many economic indicators the Florida Chamber and NACo do not in

their respective profiles such as mortgage foreclosures, airport passengers, tourism, and office and industrial vacancy rates. While NACo's *County Explorer* database is available for search queries, its *County Economies* profiles are static measurements from 2016 which have not been updated. OEV's platform incorporates local sources and data sets specific to Tallahassee-Leon County such as United Way's ALICE Project and the Leon County Division of Tourism's visitor reports and publishes the latest available data each quarter. Through its Data Center and website, there are over 80 indicators sourced to over 50 city, county, state, federal, or private proprietary database subscriptions. These additional indicators give our community, and potential suitors, more nuance of local market performance and convey our economic vitality. They also support various County and City departments in monitoring the effectiveness of their own programs as well as inform new strategic initiatives and identify community needs.

#### *2018 Competitiveness Report:*

With the Data Center being regularly updated and always accessible online and the publishing of the *Quarterly Economic Dashboard*, the valuable data sets managed by OEV naturally evolved in to the *2018 Competitiveness Report* (Attachment #1). In September 2018, OEV created and released the inaugural *2018 Competitiveness Report* to gauge how Tallahassee-Leon County performs relative to 10 peer communities. In contrast to the *Dashboard* which offers raw data with a limited synopsis of short-term trends, the *Competitiveness Report* is a tool for understanding how our community is performing among its peers by illuminating successes and challenges to help improve our area's economic competitiveness. In short, the *Competitiveness Report* is our community's 'scorecard' by which we benchmark and compete against comparable communities. It should also be noted that Greenville, SC, the destination recently toured by the Greater Tallahassee Chamber of Commerce, is among the 10 peer communities included in the *Competitiveness Report*.

This annual benchmarking report is the first of its kind in our marketplace. It reinforces recommendations of the *Economic Development Strategic Plan* by examining Tallahassee-Leon County's performance in 25 indicators grouped into five categories of economic competitiveness and prosperity. For example, the *Competitiveness Report* specifically identifies five core metrics in evaluating the 'Business Vitality' of a community and ranks Tallahassee-Leon County's against its peers as follows:

- Private Job Growth (4<sup>th</sup>)
- Private Wage Growth (2<sup>nd</sup>)
- GDP Growth (1<sup>st</sup>)
- Industry Diversity (10<sup>th</sup>)
- Occupation Diversity (7<sup>th</sup>)

Tallahassee-Leon County was ranked first in the Business Vitality Index among its peers with much room to improve in the areas of Industry and Occupation Diversity. Both measurements have long been a focus of economic development leaders to diversity the local employment base. This data diversity and transparency helps inform OEV's economic development incentive programs and policy recommendations. Economic development resources and services provided by OEV further improve our standing in these metrics include tax incentives for relocation and

expansion, site selection support, and a calculated focus on the growth of magnetic technology industries.

To be clear, the Competitiveness Report is a broad measurement of the community's economic standing among its peers and is not designed to be indicative of the economic tools and services available through OEV. Instead, the Report informs OEV and its ecosystem partners of our collective successes and challenges moving forward to further our economic competitiveness. For example, Tallahassee-Leon County ranks sixth in the Innovation Capacity Index which is comprised of the following metrics:

- Patents (8<sup>th</sup>)
- Research Grant (SBIR/STTR) Awards (8<sup>th</sup>)
- Advanced Industries (10<sup>th</sup>)
- Loans to Small Businesses (3<sup>rd</sup>)
- Science-Related Graduate Students (3<sup>rd</sup>)

Though some of these metrics may first appear to be beyond the role or responsibilities of a local government, it is important to remember that OEV serves as the recognized economic development organization for the community. The metrics that make up the Innovation Capacity Index demonstrate that it is incumbent upon OEV and its ecosystem partners to identify and implement strategies to enhance our community performance in these areas. Early initiatives include grant writing courses through the Leon County Research and Development Authority, continued focus on the growth of magnetic technology industries, and exploring a collaboration with the Apalachee Regional Planning Council for a revolving loan program for minority, women, and small businesses.

OEV's ability to identify and articulate components of the local economy helps policymakers understand the socio-economic conditions of the local community to address opportunities and challenges within the ecosystem. For example, upon analyzing economic data (including poverty data) associated with the former federal Promise Zone designation, OEV recommended and the Intergovernmental Agency established the Urban Vitality Job Creation Pilot Program to foster the creation of jobs in this economically distressed area of Leon County. This program offers businesses located in the Southside funding for hiring new employees at or above 75% of Leon County's average annual wage (currently \$29,525). A continued commitment to supporting local businesses, attracting high-skilled jobs, and promoting jobs training programs is vital to improving overall economic and social quality of life.

The readily-available analysis of trends and opportunities provides a community of our size a distinct competitive advantage to customize and optimize programs to support the local economy. OEV also assists local businesses, commercial realtors, and workforce partners by providing information on leading economic indicators which have the potential to forecast where an economy is headed (i.e. retail sales, building permits, housing market). Routinely tracking and conveying data on poverty, crime, and healthcare coverage shows the importance of societal indicators as well as customary economic development information. All of this information is utilized to create

a picture of the current performance of Tallahassee-Leon County local economy as well as how it will do in the future.

### *Conclusion*

OEV's business intelligence resources exceed best practices in economic development research and those of a typical economic development organization. Its data products and analytical tools demonstrate expertise in demographics, economic analysis, and GIS to support informed business decision-making, policy and program recommendations, and performance outcomes. Staff anticipates enhanced usage of business intelligence will help OEV influence future success.

The data aggregated and analyzed by OEV allows for the identification of trends, changes and shifts within the local economic landscape. This ranges from customary economic performance indicators contained within the *Quarterly Economic Dashboard*, to the customized indicators included in the *2018 Competitiveness Report*. Continuously monitoring and evaluating diverse data points is critical in assessing the economic vitality of the community and to help drive informed decision-making by local businesses and external stakeholders so they can accurately assess their respective circumstances on growth, expansion, or relocation to Tallahassee-Leon County.

The performance measures and benchmarks in the *2018 Competitiveness Report* reinforce the recommendations from the *Economic Development Strategic Plan* by examining Tallahassee-Leon County's performance relative to peer communities. The 25 holistic measurements benchmark traditional economic data and key societal metrics into five main indicators, serving as a scorecard by which we benchmark and compete against comparable communities. This annual benchmarking report is the first of its kind in our marketplace and the *2019 Competitiveness Report* will be presented to the Intergovernmental Agency in December.

### **Options:**

1. Accept the First Quarter 2019 Economic Dashboard and report on economic indicators, comparative data and performance measures.
2. Do not accept the First Quarter 2019 Economic Dashboard and report on economic indicators, comparative data and performance measures.
3. Board direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. 2018 Competitiveness Report
2. Office of Economic Vitality First Quarter 2019 Economic Dashboard Report
3. Florida Chamber of Commerce's the Florida Scorecard
4. NACo's County Economies Report for Leon County, 2016

# 2018 COMPETITIVENESS REPORT

This report examines Tallahassee-Leon County's relative performance across a variety of economic competitiveness and prosperity indicators and against the five comparable communities cited in the *Strategic Plan*. This report is a tool for understanding how our community is performing by illuminating successes and challenges to help improve our area's economic competitiveness.

METROPOLITAN AREA	POPULATION (2016 EST.)	BUSINESS VITALITY INDEX	TALENT INDEX	CIVIC QUALITY INDEX	ENTREPRENEURIAL & BUSINESS ENVIRONMENT INDEX	INNOVATIVE CAPACITY INDEX
<b>Tallahassee, FL</b>	<b>376,377</b>	<b>1st</b>	<b>4th</b>	<b>9th</b>	<b>1st</b>	<b>6th</b>
Athens, GA	200,213	3rd	7th	4th	3rd	4th
Gainesville, FL	273,614	6th	5th	7th	10th	1st
Greenville, SC	862,064	8th	10th	8th	6th	8th
Lansing, MI	470,348	2nd	3rd	3rd	11th	5th
Lincoln, NE	318,820	10th	6th	2nd	7th	7th
Little Rock, AR	727,371	11th	9th	11th	5th	9th
Madison, WI	634,269	4th	1st	1st	4th	3rd
Montgomery, AL	373,963	9th	11th	10th	9th	11th
Pensacola, FL	473,477	5th	8th	6th	8th	10th
Trenton, NJ	371,101	7th	2nd	5th	2nd	2nd



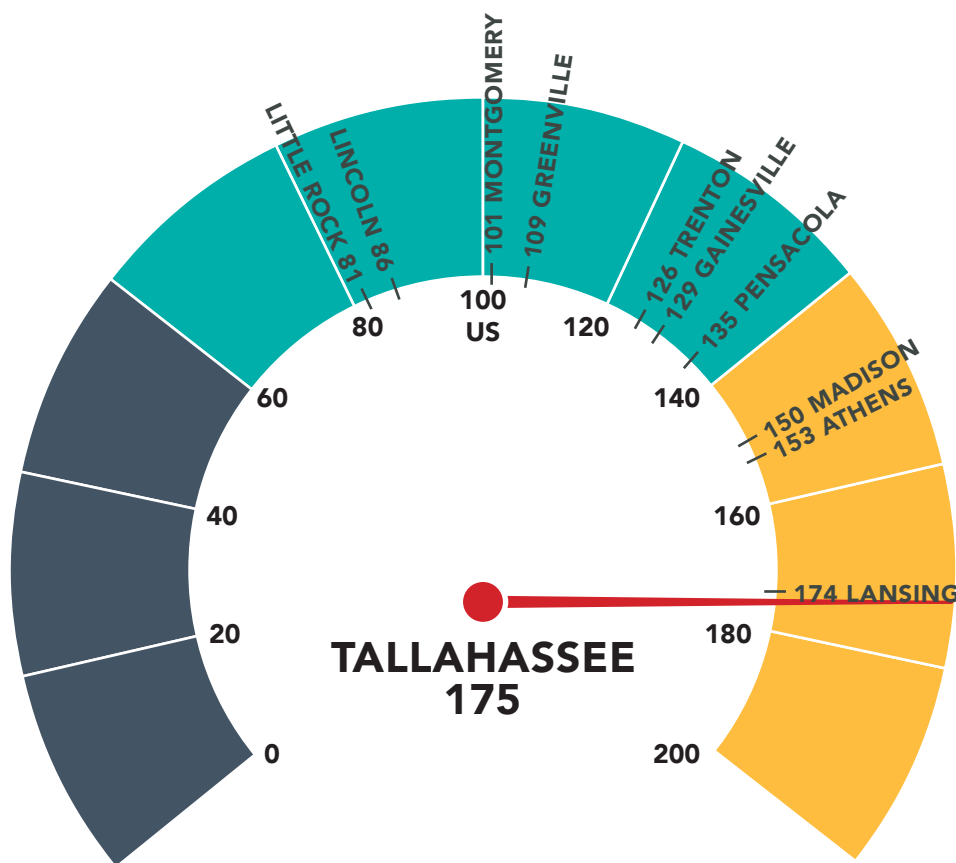
## CATEGORIES

- Business Vitality
- Talent
- Civic Quality
- Entrepreneurial & Business Environment
- Innovative Capacity

## HOW WERE THE COMPARATIVE COMMUNITIES CHOSEN?

- State capital
- Cited in *Economic Development Strategic Plan*
- Southeast region
- Comparable total population
- Comparable proportion of college students

# BUSINESS VITALITY INDEX



## WHAT DOES THIS MEAN?

The health of a community's existing industry has long been a leading indicator of the overall state of that local economy. (*Strategic Plan*, p. 56)

### PRIVATE JOB GROWTH, 2017

Rate of growth in private sector jobs.

1. Athens
2. Pensacola
3. Gainesville
- 4. Tallahassee**
5. Greenville
6. Lansing
7. Little Rock
8. Madison
9. Montgomery
10. Trenton
11. Lincoln

Source: Bureau of Labor Statistics, QCEW Annual Averages

### PRIVATE WAGE GROWTH, 2017

Rate of growth in private sector wages.

1. Pensacola
- 2. Tallahassee**
3. Gainesville
4. Greenville
5. Madison
6. Little Rock
7. Athens
8. Lincoln
9. Lansing
10. Montgomery
11. Trenton

Source: Bureau of Labor Statistics, QCEW Annual Averages

### GDP GROWTH, 2017

Rate of growth Per Capita Real GDP.

- 1. Tallahassee**
2. Lansing
3. Trenton
4. Athens
5. Montgomery
6. Madison
7. Pensacola
8. Greenville
9. Gainesville
10. Lincoln
11. Little Rock

Source: Bureau of Economic Analysis

### INDUSTRY DIVERSITY, 2018

Number of industry types and the evenness of employment across industries.

1. Madison
2. Lincoln
3. Lansing
4. Greenville
5. Little Rock
6. Pensacola
7. Montgomery
8. Athens
9. Gainesville
- 10. Tallahassee**
11. Trenton

Source: EMSI

### OCCUPATION DIVERSITY, 2018

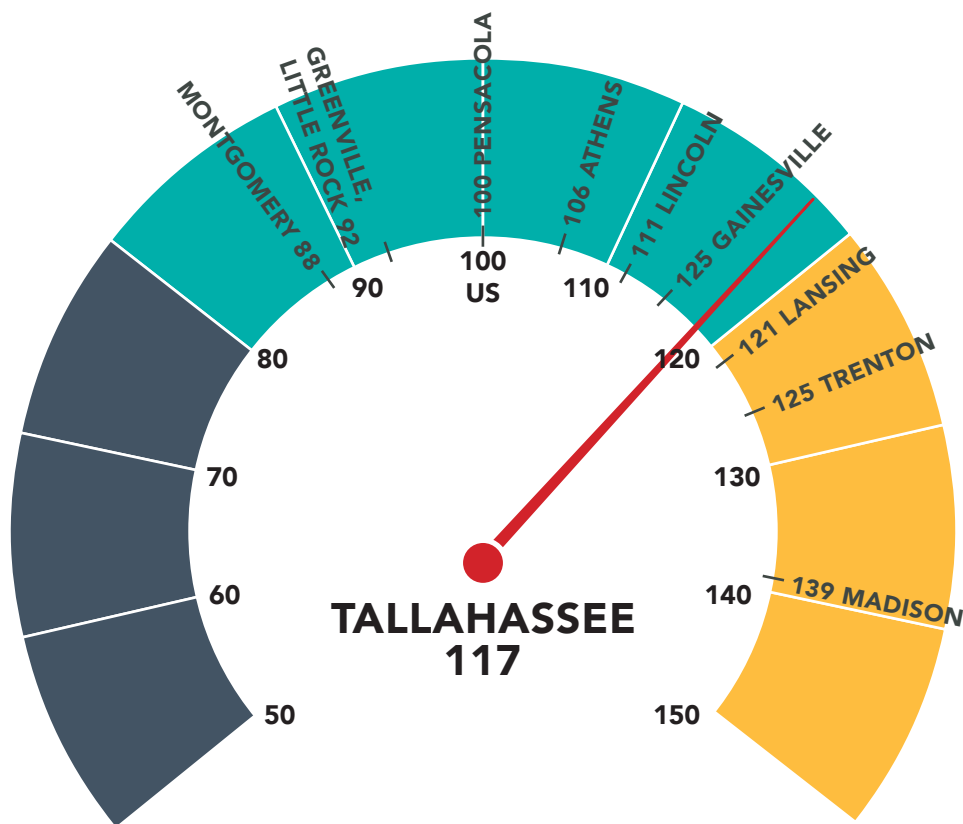
Number of occupation types and the evenness of employment across occupations.

1. Trenton
2. Madison
3. Gainesville
4. Lincoln
5. Lansing
6. Little Rock
- 7. Tallahassee**
8. Athens
9. Montgomery
10. Pensacola
11. Greenville

Source: EMSI



# TALENT INDEX



## WHAT DOES THIS MEAN?

Businesses and organizations who look for talented, creative people are increasingly drawn to and settle in communities who are able to foster creative capacity. (*Strategic Plan*, p. 76)

### EDUCATIONAL ATTAINMENT, 2016

Share of population age 25 and older with a bachelor's degree or higher.

1. Madison
2. Trenton
3. Gainesville
- 4. Tallahassee**
5. Lincoln
6. Athens
7. Lansing
8. Little Rock
9. Montgomery
10. Greenville
11. Pensacola

Source: US Census Bureau, 2012-2016 ACS, Table B15003

### LABOR FORCE PARTICIPATION RATE (25-64), 2016

Share of 25-64 year olds either employed or unemployed in the civilian noninstitutional population.

1. Madison
2. Lincoln
3. Trenton
4. Lansing
5. Little Rock
6. Greenville
7. Gainesville
8. Athens
- 9. Tallahassee**
10. Pensacola
11. Montgomery

Source: US Census Bureau, 2012-2016 ACS, Table B23001

### DISCONNECTED YOUTH, 2016

Share of 16-19 year-olds neither employed nor enrolled in school.

1. Madison
2. Gainesville
3. Lansing
4. Lincoln
5. Trenton
- 6. Tallahassee**
7. Athens
8. Pensacola
9. Greenville
10. Little Rock
11. Montgomery

Source: US Census Bureau, 2012-2016 ACS, Table B14005

### NET MIGRATION OF 25-34 YEAR OLDS, 2016

Share of 25-34 year olds who moved from outside county in past year.

1. Pensacola
- 2. Tallahassee**
3. Lansing
4. Montgomery
5. Athens
6. Gainesville
7. Trenton
8. Madison
9. Little Rock
10. Greenville
11. Lincoln

Source: US Census Bureau, 2012-2016 ACS, Table B07001

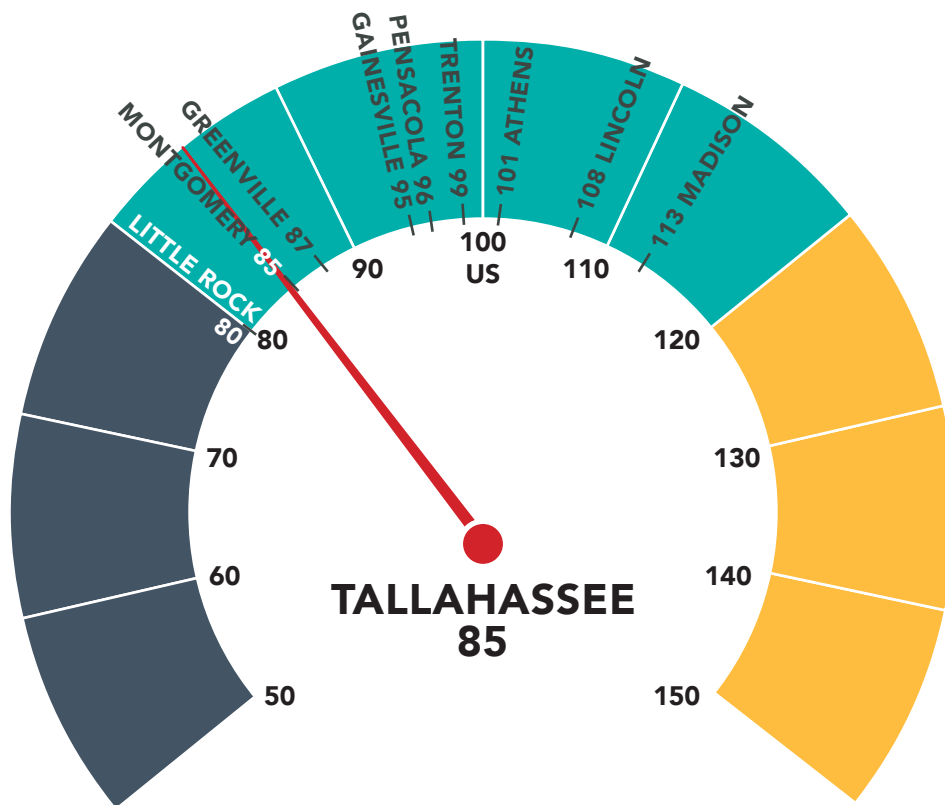
### STEM INNOVATION OCCUPATIONS, 2018

Ratio of STEM occupations (as defined by *Targeted Industry Analysis*) to total jobs.

1. Madison
2. Trenton
3. Lansing
4. Lincoln
- 5. Tallahassee**
6. Greenville
7. Little Rock
8. Montgomery
9. Gainesville
10. Pensacola
11. Athens

Source: EMSI; Bureau of Labor Statistics

# CIVIC QUALITY INDEX



## WHAT DOES THIS MEAN?

Communities aspiring to grow businesses and increase their employer base must look to build a foundation of resources that supports new and growing businesses, expansion of established business, and is attractive to businesses looking to locate. (*Strategic Plan*, p. 31)

### CRIME RATE, 2016

Total index of violent and property crimes per 100,000 inhabitants.

1. Madison
2. Trenton
3. Lansing
4. Pensacola
5. Lincoln
6. Athens
7. Gainesville
8. Montgomery
- 9. Tallahassee**
10. Little Rock
- N/A: Greenville

Source: FBI Uniform Crime Reports

### HEALTH INSURANCE COVERAGE, 2016

Proportion of population with health insurance.

1. Madison
2. Lansing
3. Lincoln
4. Trenton
5. Little Rock
6. Montgomery
- 7. Tallahassee**
8. Pensacola
9. Gainesville
10. Greenville
11. Athens

Source: US Census Bureau, 2012-2016 ACS, Table B27001

### ARTS & ENTERTAINMENT, 2017

Arts, entertainment, and recreation (NAICS 71) establishments per capita.

1. Madison
2. Lincoln
3. Trenton
4. Athens
5. Pensacola
6. Gainesville
- 7. Tallahassee**
8. Greenville
9. Little Rock
10. Lansing
11. Montgomery

Source: Bureau of Labor Statistics, QCEW Annual

Averages  
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### COST OF LIVING, 2018

Various consumer expenditures priced locally and compared to prices nationwide.

1. Lansing
2. Little Rock
3. Montgomery
4. Lincoln
5. Athens
- 6. Tallahassee**
7. Gainesville
8. Pensacola
9. Greenville
10. Madison
11. Trenton

Source: EMSI, based on C2ER's quarterly Cost of Living Index

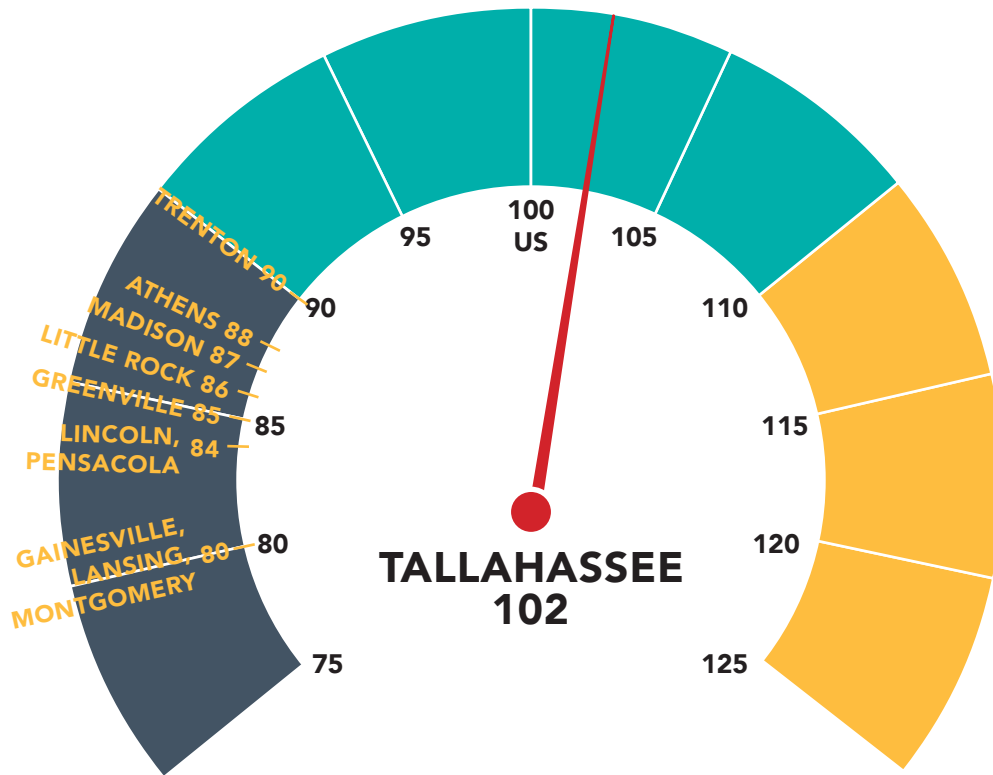
### COMMUTE TIME <20 MINUTES, 2016

Percent of workers with commute time of less than 20 minutes.

1. Lincoln
2. Athens
3. Lansing
4. Gainesville
5. Madison
- 6. Tallahassee**
7. Greenville
8. Montgomery
9. Little Rock
10. Pensacola
11. Trenton

Source: US Census Bureau, 2012-2016 ACS, Table B08303

# ENTREPRENEURIAL & BUSINESS ENVIRONMENT INDEX



## WHAT DOES THIS MEAN?

Entrepreneurs and small businesses are critical to the economic vitality of any community, providing contributions in additional employment opportunities for residents and industry diversification. (*Strategic Plan*, p. 38)

### PROPRIETOR'S INCOME SHARE, 2016

Proprietor's income as a share of total earnings.

1. Greenville
2. Little Rock
3. Athens
4. Madison
5. Lincoln
6. Montgomery
7. Pensacola
- 8. Tallahassee**
9. Trenton
10. Lansing
11. Gainesville

Source: Bureau of Economic Analysis, Local Area Personal Income accounts, CA5N

### SELF-EMPLOYED, 2018

Ratio of self-employed to private sector employees.

- 1. Tallahassee**
2. Athens
3. Little Rock
4. Pensacola
5. Gainesville
6. Montgomery
7. Greenville
8. Madison
9. Lansing
10. Lincoln
11. Trenton

Source: EMSI; Bureau of Labor Statistics

### BUSINESS SERVICES, 2017

Professional and technical services (NAICS 54) establishments as share of total private establishments.

1. Trenton
- 2. Tallahassee**
3. Gainesville
4. Greenville
5. Madison
6. Lansing
7. Pensacola
8. Little Rock
9. Montgomery
10. Athens
11. Lincoln

Source: Bureau of Labor Statistics, QCEW Annual Averages

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### BUSINESS DENSITY, 2017

Private establishments per 1,000 employees.

- 1. Tallahassee**
2. Pensacola
3. Little Rock
4. Gainesville
5. Lincoln
6. Athens
7. Montgomery
8. Trenton
9. Greenville
10. Madison
11. Lansing

Source: Bureau of Labor Statistics, QCEW Annual Averages

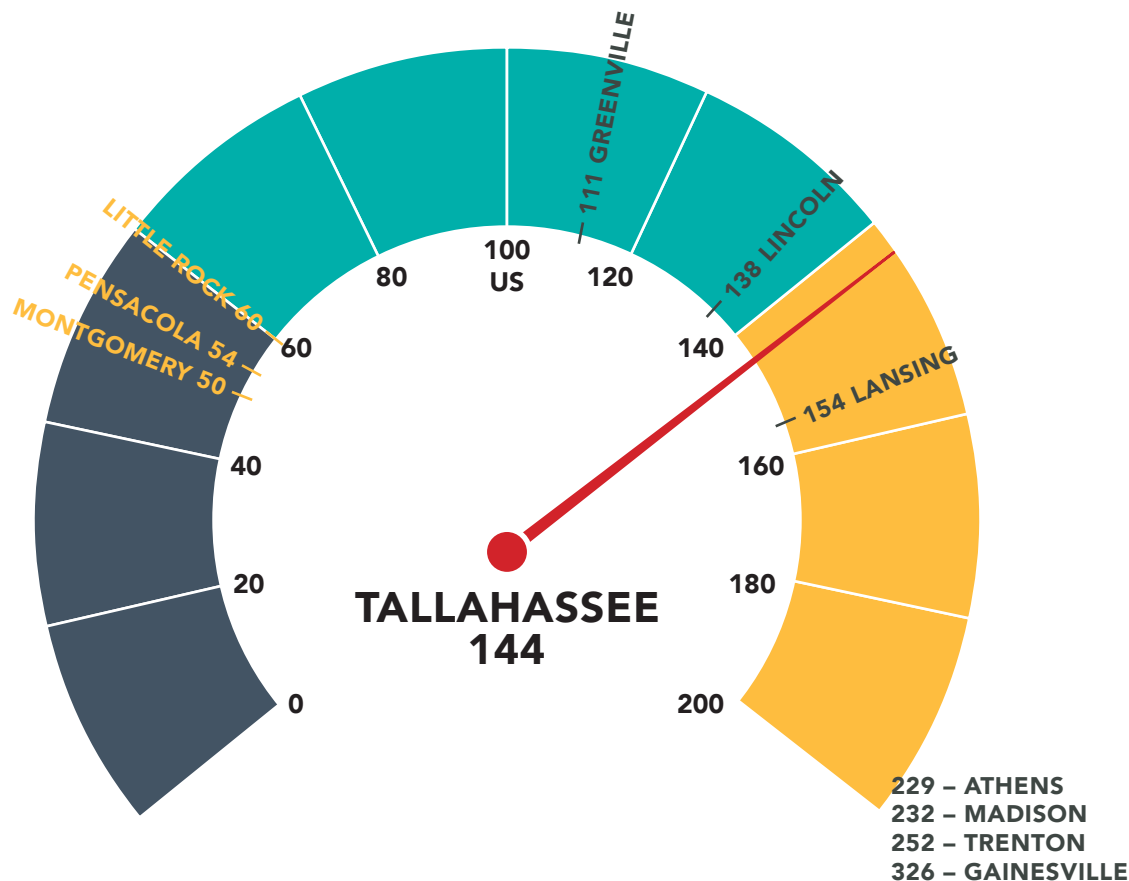
### CREATIVE ECONOMY JOBS

Jobs in creative occupations (as defined by Strategic Plan) as share of total jobs.

1. Trenton
2. Madison
3. Lincoln
4. Lansing
- 5. Tallahassee**
6. Greenville
7. Athens
8. Little Rock
9. Montgomery
10. Gainesville
11. Pensacola

Source: EMSI; Bureau of Labor Statistics

# INNOVATIVE CAPACITY INDEX



## WHAT DOES THIS MEAN?

A coordinated course of action to facilitate the development, attraction, and cultivation of innovative businesses positions the local economy for sustained, directed growth. (Strategic Plan, p. 71)

### PATENTS, 2015

Patents per capita.

1. Trenton
2. Madison
3. Gainesville
4. Greenville
5. Athens
6. Lincoln
7. Lansing
- 8. Tallahassee**
9. Pensacola
10. Little Rock
11. Montgomery

Source: US Patent and Trademark Office

### SBIR/STTR AWARDS, 2015-2017

2015-2017 SBIR/STTR award amount per capita.

1. Trenton
2. Madison
3. Gainesville
4. Athens
5. Lansing
6. Lincoln
7. Greenville
- 8. Tallahassee**
9. Little Rock
10. Montgomery
11. Pensacola

Source: US Small Business Administration

### ADVANCED INDUSTRIES, 2018

Share of jobs in Advanced Industries (as defined by Brookings Institution) to total jobs.

1. Madison
2. Greenville
3. Trenton
4. Montgomery
5. Lansing
6. Lincoln
7. Little Rock
8. Gainesville
9. Pensacola
- 10. Tallahassee**
11. Athens

Source: EMSI; Bureau of Labor Statistics

### LOANS TO SMALL BUSINESS, 2016

Ratio of loan amount to businesses with gross annual revenues <\$1M as share of total loan amount by lending institutions

1. Athens
2. Little Rock
- 3. Tallahassee**
4. Montgomery
5. Gainesville
6. Pensacola
7. Greenville
8. Lincoln
9. Lansing
10. Trenton
11. Madison

Source: Federal Financial Institutions Examination Council

### SCIENCE-RELATED GRADUATE STUDENTS, 2016

Graduate students in science and engineering per capita.

1. Gainesville
2. Athens
- 3. Tallahassee**
4. Madison
5. Lansing
6. Lincoln
7. Trenton
8. Greenville
9. Little Rock
10. Pensacola
11. Montgomery

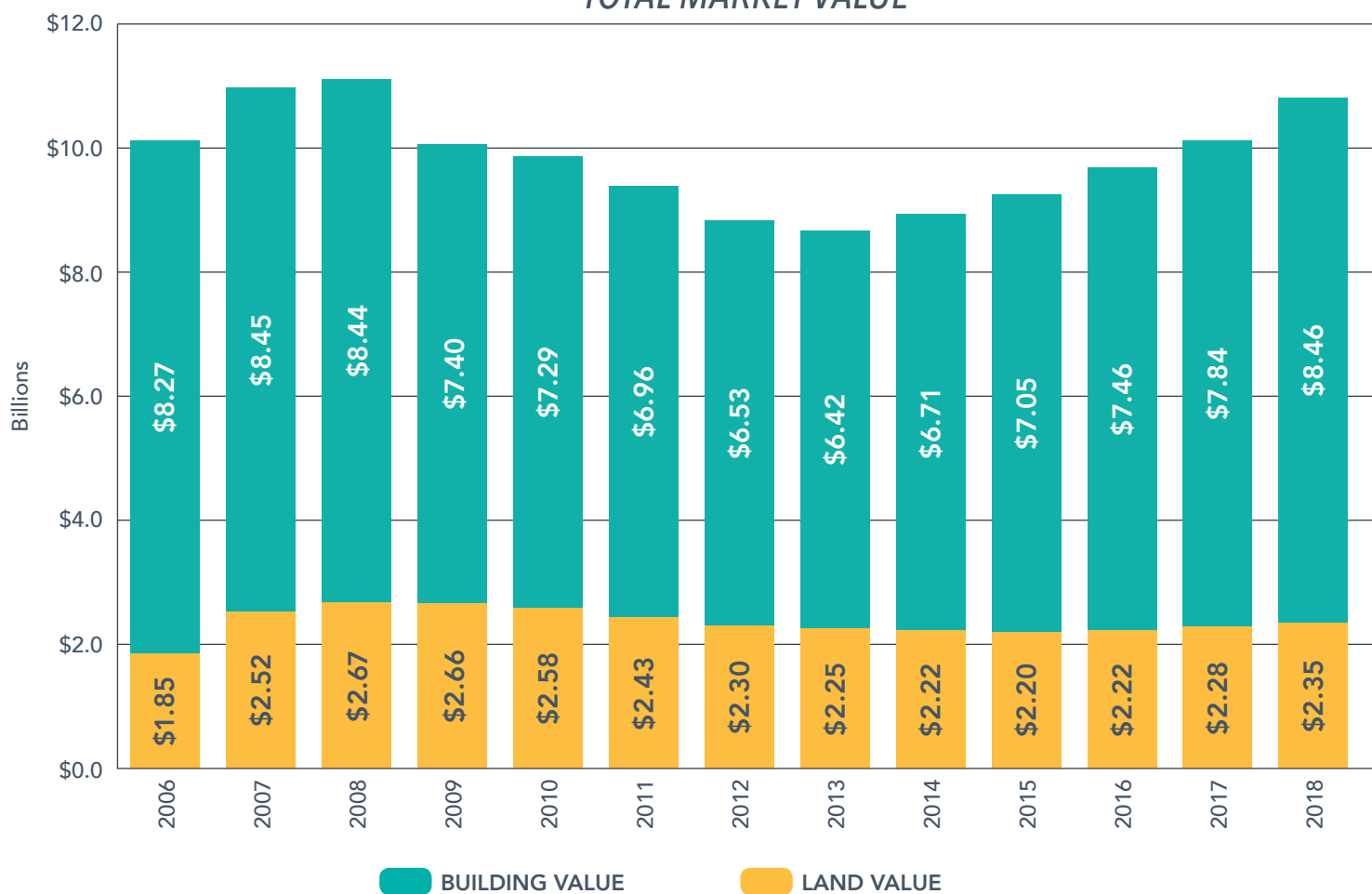
Source: National Science Foundation, NCSES Data

## Quarterly Focus

### HOMESTEAD MARKET VALUE

Residential investment plays a central role in the capital formation process for most communities, with direct and lasting effects on the rate of economic growth. In Leon County, the total market value for properties with homestead exemption exceeded \$10.8 billion in 2018, with buildings accounting for 78% and land for 22% of total market value. The building component of market value among homestead properties totaled \$8.46 billion in 2018, just topping the pre-recession high of \$8.45 billion in 2007. Building market value climbed back to \$82 per square foot in 2018, up from \$64 per square foot in 2013, and was back to 95% of its pre-recession levels from 11 years earlier in 2007.

**PARCELS WITH HOMESTEAD EXEMPTION IN LEON COUNTY:**  
TOTAL MARKET VALUE



Source for Graph Data: Leon County Property Appraiser, prepared by Tallahassee-Leon County Planning Department.

Sources for Dashboard Data: Florida Department of Economic Opportunity, Labor Market Information, Local Area Unemployment Statistics (LAUS); Bureau of Labor Statistics, Quarterly Census of Employment and Wages (QCEW); Florida Department of Economic Opportunity, Reemployment Assistance Data; Florida Legislature's Office of Economic and Demographic Research; City of Tallahassee Growth Management Department and Leon County Department of Development Support & Environmental Management; Leon County Clerk of Courts; Tallahassee Board of Realtors; Visit Tallahassee; Tallahassee International Airport; CoStar Property.



FIRST QUARTER 2019

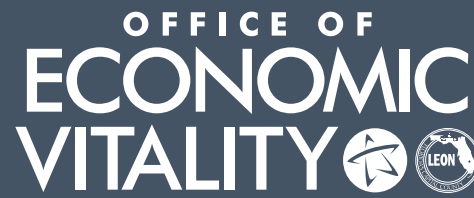
# ECONOMIC DASHBOARD

OFFICE OF  
**ECONOMIC VITALITY**  
TALLAHASSEE • LEON COUNTY

[in](#) [Twitter](#) [f](#) @OEVforBusiness

# First Quarter 2019

TALLAHASSEE-LEON COUNTY ECONOMIC DASHBOARD  
FOR MORE INFORMATION • Visit [OEVforBusiness.org](http://OEVforBusiness.org).



The **Office of Economic Vitality** is the source for Tallahassee-Leon County economic information and data. We track **85+** key economic indicators, construction and development trends – both commercial and residential – as well as maintain a statistical digest, some of which are featured below. Whether your business needs assistance, you are looking for the perfect site for your business or need help from our expert analysts, we are here to help. Contact us at (850) 219-1060 or email [info@OEVforBusiness.org](mailto:info@OEVforBusiness.org).

INDICATOR	MOST RECENT	SINCE LAST PERIOD	SINCE LAST YEAR	WHAT DOES THIS MEAN?
<b>EMPLOYMENT</b> 	<b>188,401</b> <i>December 2018</i>	<b>-0.7%</b> <i>Down 1,353 from November to December</i>	<b>+2.4%</b> <i>Up 4,503 from December 2017</i>	<b>Employment</b> levels have now increased 35 months in a row, comparing same month of prior year. MSA monthly average of 187,134 in 2018 was 2% higher than the 2017 monthly average of 183,462.
<b>LABOR FORCE</b> 	<b>194,727</b> <i>December 2018</i>	<b>-0.4%</b> <i>Down 842 from November to December</i>	<b>+2.3%</b> <i>Up 4,324 from December 2017</i>	MSA average monthly <b>Labor Force</b> in 2018 of 193,773 was 1.4% higher than the 2017 monthly average of 191,085. Labor Force has grown in all but two of the past 24 months, comparing same month of the prior year.
<b>UNEMPLOYMENT RATE</b> 	<b>3.2%</b> <i>December 2018</i>	<b>+0.2 pts.</b> <i>Up 3.0% in November</i>	<b>-0.2 pts.</b> <i>Down from 3.4% in December 2017</i>	MSA <b>Unemployment Rate</b> was the lowest for any December since 2006, and has decreased for 87 consecutive months, comparing same month of the prior year.
<b>AVERAGE WEEKLY WAGE</b> 	<b>\$821</b> <i>2<sup>nd</sup> Quarter 2018</i>	<b>-2.5%</b> <i>\$21 less than in Q1 2018</i>	<b>+2.9%</b> <i>\$23 more than in Q2 2017</i>	MSA <b>Average Weekly Wage</b> has increased in all but 1 of the past 20 quarters, comparing same quarter of prior year. The 4-quarter moving average has also increased in all but 1 of the past 20 quarters.
<b>UNEMPLOYMENT CLAIMS</b> 	<b>1,472</b> <i>4<sup>th</sup> Quarter 2018</i>	<b>+12.9%</b> <i>168 more than in Q3 2018</i>	<b>+13.1%</b> <i>171 more than in Q4 2017</i>	MSA <b>Initial Claims for Unemployment Compensation</b> has remained under 1,500 per quarter since Q4 2016.
<b>TAXABLE SALES</b> 	<b>\$416.7 M</b> <i>October 2018</i>	<b>+2.4%</b> <i>Up \$9.7 M from September to October</i>	<b>+4.3%</b> <i>\$17.1 M more than in October 2017</i>	MSA <b>Taxable Sales</b> were \$69.6 million higher in October 2018 than in October 2013, and have gone up in 56 of the past 60 months, comparing sales to the same month of the previous year.


INDICATOR	MOST RECENT	SINCE LAST PERIOD	SINCE LAST YEAR	WHAT DOES THIS MEAN?
<b>NEW SINGLE-FAMILY CONSTRUCTION PERMITS</b> 	<b>100</b> <i>4<sup>th</sup> Quarter 2018</i>	<b>-24.2%</b> <i>32 fewer than in Q3 2018</i>	<b>-40.5%</b> <i>68 fewer than in Q4 2017</i>	<b>New Single-Family Construction Permits</b> in Leon Co. for Q4 2018 were lowest Q4 since 2014. Single-Family permits for 2018 totaled 602, up from an average of 448 per year during 2008-16.
<b>MORTGAGE FORECLOSURES</b> 	<b>50</b> <i>4<sup>th</sup> Quarter 2018</i>	<b>-41.9%</b> <i>36 fewer than in Q3 2018</i>	<b>-59.0%</b> <i>72 fewer than in Q4 2017</i>	Fewer than 400 <b>Mortgage Foreclosures</b> in Leon County occurred in 2018, the smallest annual total since before 2004. Foreclosures in 2018 averaged 31 per month.
<b>MEDIAN SINGLE-FAMILY HOME SALES PRICE</b> 	<b>\$214,500</b> <i>4<sup>th</sup> Quarter 2018</i>	<b>-0.5%</b> <i>Down \$1,000 from Q3 2018</i>	<b>+5.7%</b> <i>Up \$11,500 from Q4 2017</i>	<b>Median Sales Price</b> has risen in 10 of the past 20 quarters in the MSA, and has been lower than the statewide median sales price since Q4 2013.
<b>TOURISM: TOTAL VISITORS</b> 	<b>525,996</b> <i>Q4 FY 2018</i>	<b>-14.2%</b> <i>Down 87,316 from Q3 of FY 2018</i>	<b>+1.2%</b> <i>Up 6,215 from Q4 of FY 2017</i>	<b>Total Visitors</b> in Leon County typically decrease on average about 16% from Q3 to Q4. Q4 2018 was up 2% from Q4 2016 and 3.2% higher than Q4 2015.
<b>TALLAHASSEE PASSENGERS</b> 	<b>219,177</b> <i>4<sup>th</sup> Quarter 2018</i>	<b>+11.8%</b> <i>23,141 more than in Q3 2018</i>	<b>+5.5%</b> <i>11,417 more than in Q4 2017</i>	<b>TLH Passengers</b> in Q4 2018 were the most for any Q4 since 2007. During 2014-2018, passengers in Q4 averaged 195,089.
<b>OFFICE VACANCY RATE</b> 	<b>4.2%</b> <i>4<sup>th</sup> Quarter 2018</i>	<b>SAME</b> <i>Unchanged from Q3 of 2018</i>	<b>+0.3 pts.</b> <i>Up from 3.9% in Q4 of 2017</i>	<b>Office Vacancy</b> from Q4 2017 to Q4 2018 averaged 4.2%, a drop of 0.2 points from the annual average vacancy of 4.34 in 2016.
<b>INDUSTRIAL VACANCY RATE</b> 	<b>2.0%</b> <i>4<sup>th</sup> Quarter 2018</i>	<b>-0.5 pts</b> <i>Down from 2.5% in Q3 of 2018</i>	<b>-3.4 pts.</b> <i>Down from 5.4% in Q4 of 2017</i>	<b>Industrial Vacancy</b> from Q4 2017 to Q4 2018 averaged 3.1%, a drop of 3.0 points from the annual average vacancy of 6.1% in 2016.

# State of Florida Metrics

Click any metric to get more information! (What is this?)

**FLORIDA POPULATION** 04/12/2019  
**21,531,790**

Florida FutureCast


 **UNEMPLOYMENT RATE**

**3.5%**  
(Increasing)

[View Statewide Heat Map](#)

Jobs Year Over Year Change  
**211,900**

[View Statewide Heat Map](#)

 **3RD GRADE READING SCORES**

**57%**  
(Declining)


[View Statewide Heat Map](#)

**100%**  
2030 Goal

 **STATE OF FLORIDA VISITORS**

**\$111.7**  
Billion Visitor Spending

**126.1**  
Million Visitors


 **STATE HOUSING STARTS & SALES**

**7,795**  
Starts (Improving)

**18,966**  
Sales (Improving)


 **INCOME MIGRATION**

**\$989K**  
Per Hour


 **POVERTY RATE**

**15.5%**  
(Worse)

[View Statewide Heat Map](#)

 **CONSUMER SENTIMENT**

**100.8**  
(Improving)


 **HIGH SCHOOL GRADUATION RATE**

**86.1%**  
(Improving)


[View Statewide Heat Map](#)

 **SALES TAX REVENUE**


**\$2.589**  
Billion per Month (Declining)

 **VOTER PARTICIPATION**

**62%**  
(Declining)

 **RIGHT / WRONG DIRECTION**

**54%/25%**

 **LAND IN CONSERVATION**

**27%**

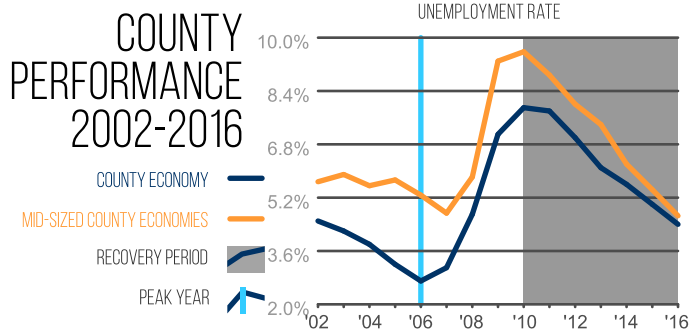
# COUNTY ECONOMIES 2016

## LEON COUNTY, FL

### UNEMPLOYMENT RATE CHANGE

2015-2016

**-0.6PPS**



**RECOVERED BY 2016**

**NO**

### SIZING UP 2016

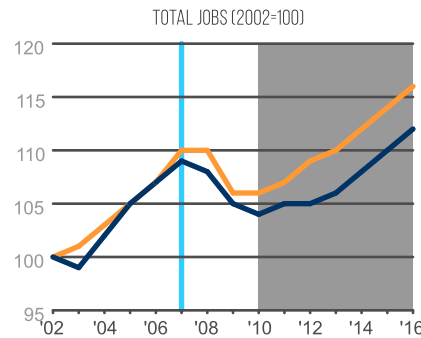
POPULATION, 2015	<b>286,272</b>
UNEMPLOYMENT RATE, 2016	<b>4.4%</b>
REAL GDP, 2016, IN 2009 DOLLARS	<b>\$14.0 Billion</b>
AVERAGE REAL WAGES, 2016, IN 2009 DOLLARS	<b>\$32.3 Thousand</b>

Leon County, FL has a county government.

Leon County is a medium-sized county in the Tallahassee, FL metropolitan area.

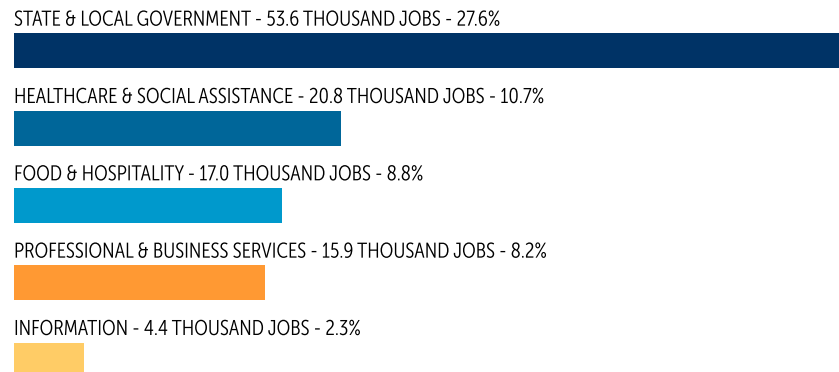
### JOBS GROWTH RATE

**1.7%**



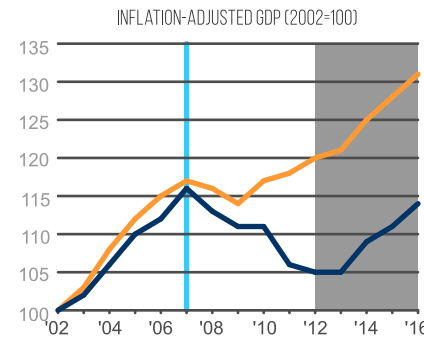
**YES**

### TOP FIVE SPECIALIZED INDUSTRIES, BY EMPLOYMENT, 2016



### ECONOMIC OUTPUT GROWTH RATE

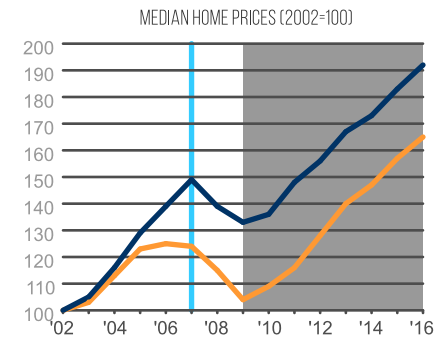
**2.4%**



**NO**

### MEDIAN HOME PRICES GROWTH RATE

**4.6%**



**YES**

### MEDIA CONTACT

David Jackson  
Communications Director  
202.942.4271 | djackson@naco.org

### QUESTIONS

Dr. Emilia Istrate  
Managing Director, Counties Futures Lab  
research@naco.org

### FINDINGS

[www.naco.org/countyeconomies](http://www.naco.org/countyeconomies)

**#COUNTYECONOMIES**

Posted April 15, 2019

DEFINITION OF TERMS: (Data Sources: Woods & Poole Economics, Inc., 2016 Data and U.S. Census Bureau)

**Economic output (gross domestic product - GDP):** Total value of goods and services produced by a county economy, also known as GDP. **Jobs:** Total wage and salary jobs, whether full or part-time, temporary or permanent in a county economy. This is a measure of the number of jobs, not employed people, for all employers in a county economy, not only for the county government. **Median Home Sales Price:** Median sales prices of existing single-family homes in a county economy. **Unemployment Rate:** The proportion of the civilian labor force that is employed.





## Leon County, FL

### NACo Member County

#### COUNTY POPULATION

1980	1990	2000	2010	2015
146,382	192,493	239,452	275,487	286,272

#### COUNTY DETAILS

<b>County Seat:</b>	Tallahassee
<b>Year Organized:</b>	1824
<b>Total Square Miles:</b>	702
<b>2015 Population:</b>	286,272
<b>Persons/Square Mile:</b>	401.61

#### COUNTY STRUCTURE

<b>Government Type:</b>	county
<b>Authority:</b>	Home Rule
<b>Legislative Body:</b>	County Commission
<b>Size of Legislative Body:</b>	7
<b>Elected Executive:</b>	No
<b>Elected Constitutional Officers:</b>	5 Clerk of Courts, Property Appraiser, Tax Collector, Supervisor of Elections, Sheriff
<b>Other Elected Officers:</b>	No other elected officers

#### ELECTED OFFICIALS

<b>John Dailey</b>	Commissioner, Chairman, 3
<b>Bryan Desloge</b>	Commissioner, 4
<b>Kristin Dozier</b>	Commissioner, 5
<b>Jimbo Jackson</b>	Commissioner, 2
<b>Mary Ann Lindley</b>	Commissioner, At-Large
<b>Nick Maddox</b>	Commissioner, At-Large
<b>William Proctor</b>	Commissioner, 1
<b>Mike Wood</b>	Sheriff
<b>Akin Akinyemi</b>	Property Appraiser
<b>Doris Maloy</b>	Tax Collector
<b>Gwen Marshall</b>	Clerk of the Court
<b>Mark Earley</b>	Supervisor of Elections

**Appointed County Administrator:** County Administrator

---



**COUNTY CONTACT**

315 S. Calhoun St.

Suite 450

Tallahassee, FL 32301

<http://cms.leoncountyfl.gov/>

# SECURE RURAL SCHOOLS

## SUPPORTING CRITICAL SERVICES IN FOREST COUNTIES

### LEON COUNTY, FL

	SRS PAYMENT, FY 2017 RECEIPTS YEAR:	PROJECTED 25% FUND PAYMENT, FY 2017 RECEIPTS YEAR:	FY 2017 SRS vs. PROJECTED FY 2017 25% FUND PAYMENT:	PERCENT OF NATIONAL FOREST SERVICE LAND WITHIN COUNTY:
COUNTY	\$108,025	\$ 31,701	-70.7%	9.1%
STATE	\$ 2.5 M	\$849,060	-65.4%	2.4%

### SECURE RURAL SCHOOLS

The Secure Rural Schools and Community Self-Determination (SRS) Act was enacted in 2000 to compensate for steep reductions in revenues from timber harvests, which resulted from national policies that substantially diminished revenue-generating activities within federal forests. For FY 2017, the SRS program provided \$281.9 million for roads and schools and other critical services in 659 mostly rural counties, parishes and boroughs across the United States. The latest authorization for SRS expires on September 30, 2018.

### OUR ASK

Without SRS, forest counties nationwide face dramatic budgetary shortfalls. Counties urge Congress to renew its long-standing commitment to forest counties by increasing revenue sharing through active forest management and extending SRS as critical transitional funding.

*Note: The receipts year reflects when the U.S. Forest Service (USFS) collects revenue from national forest lands. Without the SRS Act reauthorization, states revert to the Payments to States Act of 1908 as amended, receiving a 25 percent payment from national forest receipts. USFS estimates FY2017 25 percent payments to counties based on county shares of the national forest receipts. The estimates do not reflect the application of a 6.6 percent sequester to the state payments as the amount was paid back to counties after the passing of the omnibus bill. Eighteen Oregon counties receive SRS payments for O&C Lands administered by the Bureau of Land Management (BLM). Additionally, two of the eighteen counties receive SRS payments for Coos Bay Wagon Road lands administered by BLM.*

Sources: NACo analysis of data from the U.S. Forest Service and Bureau of Land Management and Headwaters Economics analysis of the U.S. Geological Survey, Protected Areas Database.

### SRS PAYMENTS ARE CRITICAL FOR SERVICES INCLUDING:



TRANSPORTATION  
INFRASTRUCTURE



SCHOOLS



FOREST  
MANAGEMENT



ECOSYSTEM  
PROTECTION



PROTECTION  
FROM WILDFIRE



SEARCH AND  
RESCUE



EMERGENCY  
SERVICES

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

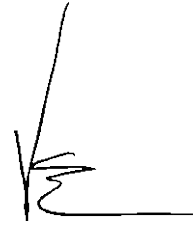
## Agenda Item #17

April 23, 2019

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

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

**Title:** Contracting for Additional Building Plans Review Services



<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, Department of Development Support and Environmental Management Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Shelly Kelly, Purchasing Director Barry Wilcox, Chief Development Resource Officer, Department of Development Support and Environmental Management

### **Statement of Issue:**

To address a nearly 40% increase in permitting activity over the past six months, while facing industry-wide challenges filling vacant positions within the Building Plans Review and Inspection Division due to the strong and competitive construction market, this item seeks Board authorization for the County to contract with private sector firms to perform additional building plans review services on an as-needed basis.

### **Fiscal Impact:**

This item has a fiscal impact. The building plan review services are estimated to cost \$50,000 for the remainder of the current fiscal year and will be paid by building inspection permit fees. Adequate funds are available in the Building Inspection budget to pay for these services due to lapse salaries for vacant positions.

### **Staff Recommendation:**

Option #1: Authorize the County Administrator to procure additional plans review services with up to two qualified vendors through either cooperative agreement contracts or competitive quotes.

## Report and Discussion

### **Background:**

This item is essential to the following FY2017-FY2021 Strategic Plan 5-Year Target:

- *Reduce by at least 30% the average time it takes to approve a single-family building permit. (T13)*

This 5-year Target aligns with the Board's Governance Strategic Priority:

- *(G2) Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.*

In the last six months, DSEM has experienced a nearly 40% increase in permitting activity while facing industry-wide challenges filling vacant positions within the Building Plans Review and Inspection Division, due to the strong and competitive construction market. This item seeks Board authorization for the County Administrator to engage through cooperative agreements, commonly referred to as "piggybacking," up to two qualified vendors currently under contract with another Florida local government and/or competitively bid for supplemental building plans review services on an as-needed basis.

The primary mission of the Leon County's Department of Development Support and Environmental Management (DSEM) is to support and facilitate the development of a sustainable built environment while protecting and preserving our natural resources and maintaining the quality of life our citizens have come to expect. Like other County departments and divisions, DSEM constantly strives to improve its programs and processes, and provide the greatest customer service experience possible to both residents and contractors. Building contractors are reliant upon the County to provide expeditious review of construction plans and delays in this process can have a direct fiscal impact on their business. Likewise, DSEM recognizes the County's responsibility to the community to ensure that all construction meets the minimum standards necessary to protect the safety and welfare of the consumer, general public, and the owners and occupants of buildings.

To ensure the highest level of customer service, DSEM has implemented many improvements to the permitting application and review processes in recent years, including the continual utilization of technology to support the development industry, coupled with the recognition of the personalized face-to-face customer interaction. Just some of the specific improvements have included implementation of the Project Manager model, dual track review and approval process, a conceptual site plan approval process, expansion of web-based permitting services, enhanced after-hours and weekend building inspection services, the Administrative Streamlined Application Process (ASAP), and offering design services through the DesignWorks Studio. If delays are determined to be systematic in nature, a review of the respective policies, procedures, and conditions is undertaken to ascertain the cause and identify solutions.

Over the last five years, DSEM has seen a steady increase in construction permit activity in unincorporated Leon County. More recently, DSEM has experienced a nearly 40% increase in permitting activity while concurrently having challenges filling vacant positions within the

Building Plans Review and Inspection (BPRI) Division. As a result of the strong construction market, historically low unemployment, and arduous state licensing requirements limiting the qualified applicant pool for certain Plans Examiner positions, this item seeks Board authorization to “piggyback” competitively bid contracts awarded to vendors by other local governments, and/or competitively bid for services on an as-needed basis.

**Analysis:**

Hiring in construction-related fields in the local market has been very challenging and competitive over the last 18-24 months and has extended to positions at DSEM that became available late Spring/early Summer 2018. In most cases, job advertisements were extended and/or re-advertised in order to field multiple qualified candidates with the necessary experience and required licensures to review building plans. Like the private sector, DSEM has taken great effort to identify and recruit skilled employees but is competing for a small pool of qualified and experienced labor.

This already tenuous situation was greatly exacerbated in October 2018 following the impacts of Hurricane Michael throughout the region. In response, the County recently utilized an executive recruiting firm for the recruitment of a Chief Building Official after three advertisements resulted in only a handful of qualified applicants. With the help of the executive recruiting firm, the new Chief Building Official will begin with Leon County on April 29<sup>th</sup>. The position was initially advertised on September 8, 2018. DSEM also plans to continuously advertise future vacancies in BPRI similar to Paramedics and EMTs and will revisit the use of an executive recruitment firm for other vital positions that have been difficult to fill.

BPRI has approved nearly 3,500 building permits to date this fiscal year, representing nearly a 40% increase over this time last year. A review of the permit applications indicates high demand for repair and renovation, rather than new construction, and is believed to correspond with the payment of insurance claims associated with Hurricane Michael. This significant increase has resulted in a backlog of all permits and protracted review times to issue building permits. This item seeks to remedy delays in the permitting process, ensure DSEM’s ability to achieve its 5-year Target of reducing the average review time for single-family building permits by 30%, and continue to meet and exceed the level of service expected by our customers.

Following the initial onset of the spike in building permit applications, DSEM consulted with County Administration and the Office of Management and Budget in early 2019 for a midyear position request. However, upon further review of the hiring and recruitment data, DSEM identified an alternative approach to better meet their intermediate needs. In addition, staff does not anticipate the current volume of permit applications to be sustained over a prolonged period, further supporting an approach to utilize private sector contractors to supplement staff review of building plans on an as needed basis.

To assist with the 40% increase in building permits activity over the past six months and to provide supplemental building plans review assistance that meet and exceed customer and organizational expectations, DSEM is seeking authorization to engage up to two private sector firms to provide supplemental building plan review services by procuring these services through a cooperative

agreement using executed contracts with other Florida local governments or through competitive quotes. As other local governments have already competitively procured these services, the County's purchasing policy authorizes Leon County to enter into contracts with these vendors. This proposal was also presented to the County's Advisory Committee on Quality Growth (ACQG) at their March meeting. Members supported the proposal to piggyback on existing contracts with other jurisdictions and suggested contracting with two providers to ensure availability during times of peak demand.

DSEM surveyed Florida counties to inquire as to whether they use outside vendors for building plans review and, if so, learn about their experience in that regard. To date, responses have been received from six counties: Alachua, Collier, Gilchrist, Indian River, Monroe, Sumter and St. Lucie. Most of the responding counties stated they utilize a private provider in a supplemental manner and their experience has been positive. Several of the counties utilized multiple providers, like that proposed by this item, and shared that they have had similar recruitment challenges in this field since the beginning of the recovery from the Great Recession. Generally, these services are procured through two methods: a competitive bid process where a purchase order is issued, or through a formal contract. Some of these contracts have "piggyback" language that the County could use to procure these services. While the "piggyback" approach provides an immediate method to procure these services, Leon County can also procure additional competitive quotes depending on the volume of work needed.

Under this model, it is anticipated that Building Division staff would still review most building permit applications and the vendors would be utilized on an as-needed basis. Examples include periods of high permit volumes, vacant positions, or following natural disasters such as a hurricane. The supplemental plans review services would be provided online, likely to be performed by out-of-market vendors, to avoid conflicts of interests and better ensure their availability should a hurricane make landfall in our community. So long as internet services are available, the selected vendors will be able to serve the County and DSEM customers.

Adequate funds are available in the County Building Fund to support the cost of utilizing outside contractors to supplement the staff review of building plans. Staff does not anticipate these costs to exceed \$50,000 during the remainder of the current fiscal year. No additional expenses will be passed on to the customers.

**Options:**

1. Authorize the County Administrator to procure additional plans review services with up to two qualified vendors through either cooperative agreement contracts or competitive quotes.
2. Do not authorize the County Administrator to procure additional plans review services.
3. Board direction.

**Recommendation:**

Option # 1



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #18**

# Leon County Board of County Commissioners


## Agenda Item #18

April 23, 2019

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

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

**Title:** Bid Award to OliverSperry Renovation and Construction, Inc. for Renovations to the State Attorney's Office



<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 Brent Pell, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
<b>Lead Staff/ Project Team:</b>	Kenneth H. Cureton, AIA, NCARB, Construction Manager II

### **Statement of Issue:**

This item seeks Board approval to award the bid to OliverSperry Renovation and Construction, Inc., in the amount of \$479,059 for renovations to the State Attorney's Office.

### **Fiscal Impact:**

This item has a fiscal impact. This item has been budgeted and adequate funding is available in the Courthouse Renovations capital improvement budget.

### **Staff Recommendation:**

Option #1: Approve the bid award including bid alternate four to OliverSperry Renovation and Construction, Inc., in the amount of \$479,059 for the renovations of the State Attorney's Office and authorize the County Administrator to execute the agreement in a form approved by the County Attorney.

## **Report and Discussion**

### **Background:**

This agenda item seeks Board approval to award the bid to OliverSperry Renovation and Construction, Inc. in the amount of \$479,059 for renovations to the State Attorney's Office. The project encompasses an interior renovation to Suite 443 of the Leon County Courthouse and consists of 5,372 gross square feet of office space for the State Attorney for modernization and increased efficiency of the workspaces. The suite includes a small entrance lobby, conference room, three (3) open office areas, twelve (12) private offices, support spaces and circulation space. The office sizes are compliant with current Leon County standards.

### **Analysis:**

The Invitation to Bid for the State Attorney's office renovations was advertised locally on March 3, 2019. A total of 251 vendors were notified through the automated procurement system. A total of 43 bid packages were requested. The County received three bids on April 5, 2019, with the lowest responsive bidder being OliverSperry Renovation and Construction, Inc. in the amount of \$474,254 (Attachment #1). The second lowest bid was \$868,000, a \$393,746 difference. In addition to the base bid, this item recommends the addition of bid alternate four (\$4,805) which provides for an additional exit from the renovated space.

The variance between the lowest and second lowest bids was considered and reviewed by staff. Staff has confirmed that OliverSperry was provided the same information as the other two bidders for the terms and special conditions of the project and has acknowledged receipt of all contract documents.

The Minority, Women and Small Business Enterprise (MWSBE) Division reviewed MWSBE Participation Plans submitted by the bidders. The aspirational targets for the bid were 17% MBE and 9% WBE. No bidders met the aspirational targets. OliverSperry Renovation provided a total MWSBE utilization of 3.0% MBE. The MWSBE Division noted that while the utilization is less than the aspirational targets, the low bidder provided a satisfactory Good Faith Effort form and supporting documentation which fulfills the bidding requirement (Attachment #2). For example, OliverSperry Renovations provided documentation of meetings, frequent emails to certified MWBEs, and telephone logs reaching out to potential MWBE subcontractors. If awarded the bid, MWSBE will offer assistance to the respondent in increasing their MWBE participation based upon subcontractor availability in a highly competitive market. Neither of the remaining bidders met the aspirational targets nor submitted the required Good Faith documentation.

Staff recommends approval of the bid award and bid alternate four to OliverSperry Renovation and Construction, Inc., and authorization for the County Administrator to execute the agreement in a form approved by the County Attorney.

Title: Bid Award to OliverSperry Renovation and Construction, Inc. for Renovations to the State Attorney's Office

April 23, 2019

Page 3

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**Options:**

1. Approve the bid award including bid alternate four to OliverSperry Renovation and Construction, Inc., in the amount of \$479,059 for the renovations of the State Attorney's Office and authorize the County Administrator to execute the agreement in a form approved by the County Attorney.
2. Do not approve the bid award including bid alternative four to OliverSperry Renovation and Construction, Inc. in the amount of \$479,059 for the renovations of the State Attorney's Office.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Bid Tabulation Sheet
2. MWSBE Analysis Sheet

LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-04-05-19-11

Bid Title: Courthouse Renovations-Suite 443 State Attorney's Office

Opening Date: Friday, April 5, 2019 at 2:00 PM

Item/Vendor	Omnicon Corp.	Oliver Sperry	Council Contr.
Response Sheet with Manual Signature	yes	yes	yes
Affidavit Immigration	yes	yes	yes
Insurance Certification Form	yes	yes	yes
Contractors Business Information - Applicable Licenses/Registrations	yes	yes	yes
Equal Opportunity/Affirmative Action Statement	yes	yes	yes
Identical Tie Bids	yes	yes	yes
MWSBE	yes	yes	yes
Non-Collusion	yes	yes	yes
Certification of Debarment	yes	yes	yes
Certification of Trades Work	yes	yes	yes
Local Vendor	yes	yes	yes
E-Verify	yes	yes	yes
Addendum $\frac{1}{2}$	yes	yes	yes
Addendum $\frac{2}{2}$	yes	NO	NO
Base Bid Price	869,986	474,254	868,000

RECEIVED  
 2019 APR -5 PM 2:02  
 PURCHASING DIVISION  
 LEON COUNTY

Tabulated By:

*[Signature]*

1. 4994
2. 10165
3. 39245
4. 8445
5. 36515
6. 2389

1. 5045.87
2. 8235.45
3. 21101.83
4. 4804.49
5. 20459.32
6. 2810.28

1. 4761
2. 4431
3. 40710
4. 9812
5. 20213
6. 4281

*[Signature]*

# BOARD OF COUNTY COMMISSIONERS

## Inter-Office Memorandum

Date: April 11, 2019

To: Ken Cureton, Construction Manager II  
Engineering Services Division - Department of Public Works

From: Darryl Jones, Deputy Director  
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: Courthouse Renovations - State Attorney's Office (BC-04-05-19-11)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of three bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Courthouse Renovations—State Attorney’s Office (BC-04-05-19-11). Although none of the respondents met the aspirational targets, the selected vendor is expected to contact our office for assistance in increasing their MWBE participation and their good faith efforts based upon availability of certified subcontractors.

The submitted MWBE Participation Plans for each bidder are as follows:

**OliverSperry Renovation and Construction** did not meet the MWBE Aspirational Targets for Construction Subcontracting; however, Oliver Sperry was the only respondent to comply and provide the the Good Faith Effort Form with supporting documentation. The MWBE firms listed below are the firms **OliverSperry Renovation and Construction** intends to utilize on this project. *If OliverSperry Renovation and Construction is selected, staff is recommending that OliverSperry Renovation and Construction continue its Good Faith Efforts to increase MWBE participation for the project.*

Total Bid Amount		\$474,254			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Final Touch Painting	African American Male	Tallahassee-Leon County OEV	Painting	\$14,100	3.0%
None Identified	Non-Minority Female	Tallahassee-Leon County OEV	None	\$0	0.0%
<b>Total MWBE Dollars</b>				\$14,100	
<b>Total MWBE Utilization Percentage</b>				3.0%	

**Council Contracting** did not meet the MWBE Aspirational Target for Construction Subcontracting. **Council Contracting** did not complete the Good Faith Effort Form and did not provide supporting documentation as required. The MWBE firms listed below are the firms **Council Contracting** intends to utilize on this project. *If Council Contracting is selected, staff is recommending that Council Contracting continue its Good Faith Efforts to increase MWBE participation for the project.*

Total Bid Amount		\$868,000			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
National Flooring Specialist	African American Male	Tallahassee-Leon County OEV	Floor Covering	\$25,000	2.9%
RDS Drywall	African American Male	Tallahassee-Leon County OEV	Drywall Installation	\$122,000	14.0%
Jackson-Cook	Non-Minority Female	Tallahassee-Leon County OEV	Steel	\$6,800	.8%
<b>Total MWBE Dollars</b>					
					\$153,800
<b>Total MWBE Utilization Percentage</b>					
					17.7%

**Omnicon Corporation** did not meet the MWBE Aspirational Target for Construction Subcontracting. **Omnicon Corporation** completed the Good Faith Effort Form; however, no supporting documentation was submitted as required. The MWBE firms listed below are the firms **Omnicon Corporation** intends to utilize on this project. *If Omnicon Corporation is selected, staff is recommending that Omnicon Corporation continue its Good Faith Efforts to increase MWBE participation for the project.*

Total Bid Amount		\$904,181			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
National Flooring Specialist	African American Male	Tallahassee-Leon County OEV	Flooring	\$25,234	2.9%
Final Touch Painting	African American Male	Tallahassee-Leon County OEV	Painting	\$28,080	3.2%
None Identified	Non-Minority Female	Tallahassee-Leon County OEV	None	\$0	0%
<b>Total MWBE Dollars</b>					
					\$53,314
<b>Total MWBE Utilization Percentage</b>					
					6.1%

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**



# Leon County Board of County Commissioners

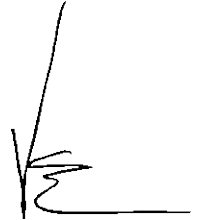
## Agenda Item #19

April 23, 2019

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

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

**Title:** Voluntary Annexation Proposal from Cambridge Parc, LLC, to Annex Properties Located at 4680, 4732, and 4738 Thomasville Road



<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>	Ryan Culpepper, Director, Development Services Division Weldon Richardson, Senior Planner, Development Services

### **Statement of Issue:**

Cambridge Parc, LLC, is requesting voluntary annexation of properties located at 4680, 4732, and 4738 Thomasville Road. As required by the Tallahassee-Leon County 2030 Comprehensive Plan, this voluntary annexation item is being brought to the Board of County Commissioners for review and comment regarding the proposed annexation.

### **Fiscal Impact:**

This item has a fiscal impact. The Public Works Department finds the proposed annexation of the three parcels will result in a loss of \$479 of annual revenue for stormwater non-ad valorem assessments.

### **Staff Recommendation:**

Option #1: Do not object to the proposed voluntary annexation of properties located at 4680, 4732, and 4738 Thomasville Road.

## Report and Discussion

### **Background:**

As required by the Tallahassee-Leon County 2030 Comprehensive Plan and implemented through the Tallahassee-Leon County Interlocal Agreement, this voluntary annexation item is being brought to the Board of County Commissioners for review and comment. Cambridge Parc, LLC, is requesting voluntary annexation of the subject properties into the City of Tallahassee. According to the Leon County Property Appraiser's database, the subject parcels (14-33-20-148-000-0, 14-33-20-152-000-0, and 14-33-20-156-000-0) are owned by Cambridge Parc, LLC. All three of the subject properties are developed with a non-residential building and an accessory structure. The combined square footage for the non-residential buildings is approximately 5,677 square feet, and the combined square footage for accessory structures is approximately 3,189 square feet. The subject properties are metes and bounds parcels totaling approximately 7.24 acres.

### **Analysis:**

The subject parcels are zoned Residential Preservation (RP) and are designated Residential Preservation (RP) on the Future Land Use Map of the Comprehensive Plan (Policy 2.2.3 of the Tallahassee/Leon County Comprehensive Plan). They are located inside the Urban Service Area. A map showing the location of the parcels proposed for annexation is included as Attachment #1.

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes, and Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan, and as set forth in the Interlocal Agreement for Annexation Procedures between Leon County and the City of Tallahassee. Specifically, the Interlocal Agreement provides in part that:

the City Annexation Plan, together with the petition for each annexation be provided by the City to the County Administrator, the Director of Development Support and Environmental Management and the County Attorney at least twenty (20) calendar days prior to the first reading of the Ordinance considering such annexation and at least five (5) calendar days prior to the next regularly scheduled County Commissioners ("Board") meeting. The Board shall have the opportunity to review, comment and suggest changes regarding the proposed annexation at a Board meeting prior to the adoption of the annexation Ordinance by the City Commission, and any Board comments will be provided to the City Manager at least five (5) calendar days prior to the public hearing on the annexation Ordinance.

The City of Tallahassee has indicated in their proposed Ordinance No. 19-O-06, that they are committed to providing municipal services to the referenced property. Both the applicant's petition for voluntary annexation as well as the proposed Ordinance are included as Attachment #2. The proposed Ordinance was introduced to the City Commission on March 6, 2019 and is scheduled to be presented at a Public Hearing by the City Commission on April 24, 2019, for the purposes of finalizing the annexation.

Staff finds this voluntary annexation request similar to recent annexation requests along Thomasville Road approved by the Board. The County and City Administrations have instituted procedures to implement annexation provisions. The City submits information and analyses for review by County staff. County staff comments on the proposed voluntary annexation are:

1. County Attorney: The County Attorney has indicated that the proposed annexation appears to comply with Chapter 171 of the Florida Statutes.
2. Public Works: The Public Works Department finds the proposed annexation of the three parcels will result in a loss of \$479 of annual revenue for stormwater non-ad valorem assessments.
3. Development Services: The Division finds that the proposed annexation would not have any impacts to the County's Concurrency Management System.
4. Environmental Services: The subject parcels are located within the Lake Lafayette Basin, more particularly within the Circle J Closed Basin. This closed basin has documented flooding issues, especially at the base of the basin which contains multiple residential dwellings. As part of the Natural Features Inventory application submitted to Leon County Development Support and Environmental Management, the applicant was notified that a volume control stormwater management facility would be required if the properties are developed. Furthermore, the site-specific topographic characteristics, along with the lack of a positive point of discharge into a defined conveyance system (e.g. watercourse, drainage easement, wetland, waterbody, etc.) could potentially require on-site full retention of stormwater as outlined in the Countywide Minimum Environmental Standards Section 10-4.301(6). The existing patriarch trees are required to be protected pursuant to Section 10-4.206(c)(1)(j) which covers the required preservation of natural area and landscaping in accordance with Sections 10-4.344 and 10-4.345. Division Staff does not object to the requested annexation, if the referenced development criteria are met.
5. Planning, Land Management & Community Enhancement (PLACE): The Tallahassee/Leon County Planning Department, a division of PLACE, finds that the proposed annexation request is consistent with the Comprehensive Plan, provided certain criteria of the Intergovernmental Element Policy 2.1.4 are adequately addressed. These criteria are outlined in a memorandum from the Planning Department included as Attachment #3.

Pursuant to the Interlocal Agreement with the City, if the County objects to the annexation, a formal process for mediation is initiated. Results of the mediation are brought to the Board for consideration. If mediation is unsuccessful, the statutory dispute resolution process allows for the City and County to agree to binding arbitration or either party may pursue legal remedies.

Title: Voluntary Annexation Proposal from Cambridge Parc, LLC, to Annex Property Located at 4680, 4732, and 4738 Thomasville Road

April 23, 2019

Page 4

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**Options:**

1. Do not object to the voluntary annexation proposal from Cambridge Parc, LLC. to annex properties located at 4680, 4732, and 4738 Thomasville Road.
2. Object to the voluntary annexation proposal from Cambridge Parc, LLC. to annex properties located at 4680, 4732, and 4738 Thomasville Road.
3. Board direction.

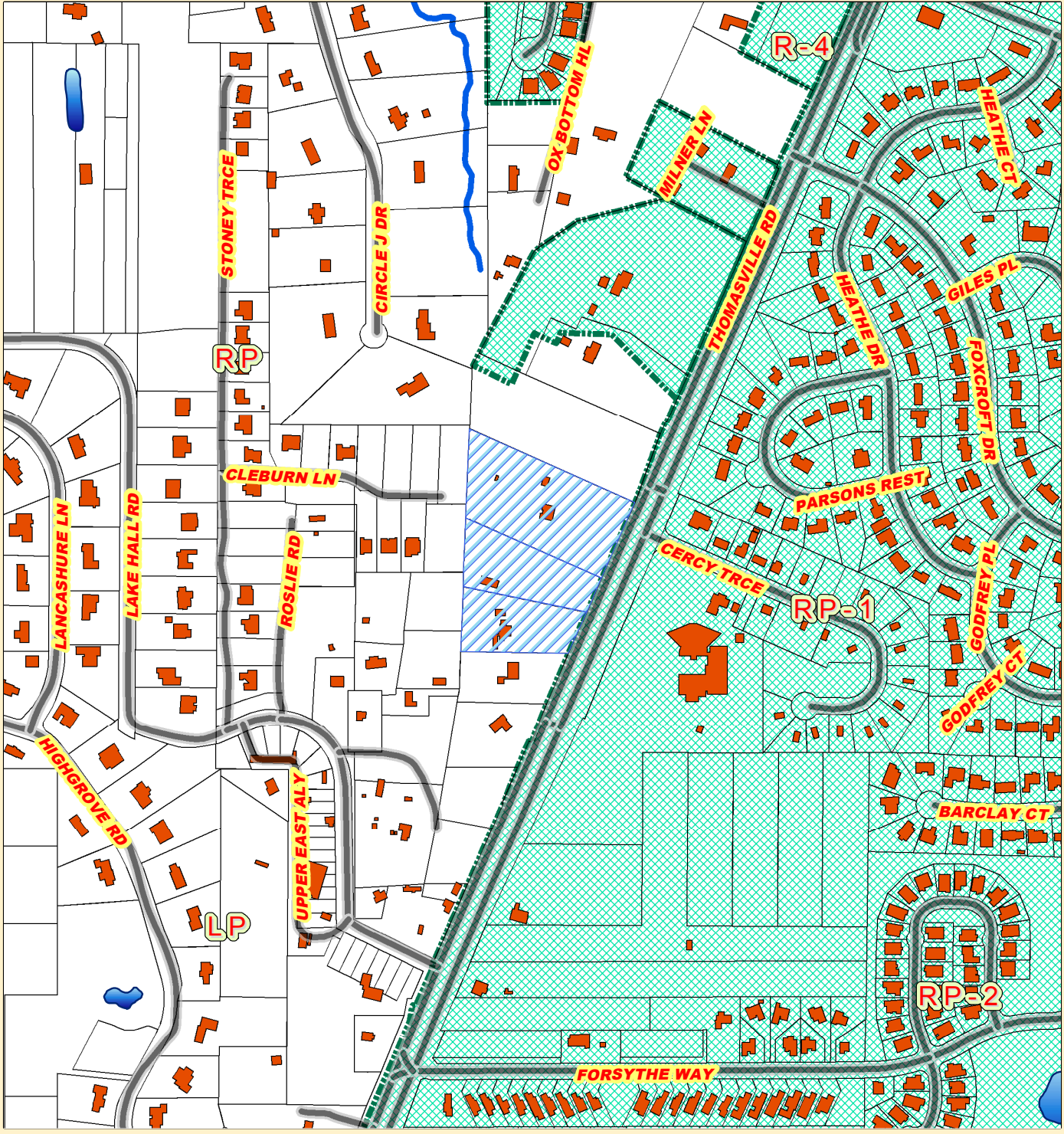
**Recommendation:**

Option #1

**Attachments:**

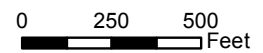
1. Location map
2. Request for annexation from Cambridge Parc, LLC and City Ordinance No. 19-O-06
3. Memorandum from the Planning Department dated February 28, 2019

# Annexation of Properties Located at 4680, 4732, and 4738 Thomasville Road



	Site		Zoning Boundary
	Waterbody		Buildings
	Roads		Parcels
	Watercourse		City Limits

Annexation of Properties Located at  
4680, 4732, and 4738 Thomasville Road  
LDV1900093  
Map Produced By Marcus Curtis  
03/18/2019





An All-America City

February 1, 2019

Mr. Ryan Culpepper  
Development Services Director  
Leon County Department of Development Support  
& Environmental Management  
435 North Macomb Street  
Tallahassee, FL 32301

RE: Annexation of Parcels: # 14-33-20-148-0000 and #14-33-20-156-0000 and #14-33-20-152-0000

Dear Mr. Culpepper:

Attached is the ordinance introduction package for the annexation of a three (3) parcels along Thomasville Road: Parcel # # 14-33-20-148-0000 and #14-33-20-156-0000 and #14-33-20-152-0000 for your review and use. You are being provided a copy of the voluntary annexation petition as required by Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan.

The annexation ordinance is currently scheduled to go to the City Commission for introduction of ordinance on March 6, 2019 and on April 24, 2019 for the final public hearing. Any comments from the Board of County Commissioners must be received by the City Manager prior to the public hearing.

Please contact me at 891-8149 if you have any questions regarding this transmittal.

Sincerely,

Raoul Lavin  
Assistant City Manager  
Administration and Professional Services

Attachments

Cc: Cassandra K. Jackson, City Attorney  
Louis Norvell, Assistant City Attorney  
Reese Goad, City Manager  
Wayne Tedder, Assistant City Manager

CITY HALL  
300 South Adams Street  
Tallahassee, FL 32301-1731  
850-891-0000  
TDD: 711 • Talgov.com

JOHN E. DAILEY  
Mayor

REESE GOAD  
City Manager

CURTIS RICHARDSON  
Mayor Pro Tem

CASSANDRA K. JACKSON  
City Attorney

ELAINE W. BRYANT  
Commissioner

JAMES O. COOKE, IV  
City Treasurer-Clerk

JEREMY MATLOW  
Commissioner

JOSEPH MALESZEWSKI  
City Auditor

DIANNE WILLIAMS-COX  
Commissioner

To: The City Commission of the City of Tallahassee

From: Daniel Hartman, Esq.  
Hartman Law Firm, P.A.  
P.O. Box 10910  
Tallahassee, FL 32302

Date: January 7, 2019

Re: Petition for Voluntary Annexation of Parcels  
#14-33-20-148-0000 and #14-33-20-156-0000  
and #14-33-20-152-0000

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The undersigned owner(s) of the referenced property(ies),

Cambridge Parc, LLC

207 W. Park Avenue, Suite A

Tallahassee, FL 32309

Legally described and shown on the sketches on the attached Exhibit A, hereby request(s) the annexation of said property by the City of Tallahassee in accordance with Chapter 171, Florida Statutes, which authorizes the petitioning for voluntary annexation. Exhibits A, B, C, D, E, and F are hereby incorporated by reference and made a part hereof.

The undersigned certify that he/she/they is/are the owners of the property described in the attached Exhibits, and that all owners of the property have signed this petition. This petition and request shall be binding upon the owner(s), and all successor owner of the subject property including the heirs, assigns, and devisees of the undersigned; and shall run with the land to any purchasers of the subject property(ies).

## **EXHIBIT A**

Three Parcels on Thomasville Road, Leon County, Florida, more particularly described as follows:

### **Parcel One: Leon County Parcel No. 14-33-20-152-000-0**

Official Records Book 5092, Page 2186 of the Public Records of Leon County, Florida.

The land referred to herein below is situated in the County of Leon, State of Florida, and is described as follows:

COMMENCE at the Northeast corner of the West one-half of the Southeast Quarter of Section 33, Township 2 North, Range 1 East, and run thence West 1,208.6 feet along the South boundary of the North one-half of said Section 33 to a point of intersection with the West boundary line of the right of way of State Road No. 61 (formerly State Road No. 10), thence North 23 degrees 56 minutes East 649 feet along the West boundary line of the right of way of said State Road No. 61 to a point which is the POINT OF BEGINNING of the land hereinafter described. From said POINT OF BEGINNING, run thence North 66 degrees 04 minutes West 557.5 feet to a point in the center of the old abandoned Tallahassee and Thomasville Road, thence North 02 degrees 30 minutes East 324.8 feet along the centerline of said road bed, thence South 66 degrees 04 minutes East 679.2 feet to a point on the West boundary line of the right of way of said State Road No. 61, thence South 23 degrees 56 minutes West 300 feet along said right of way boundary to the POINT OF BEGINNING and lying and being in the North one-half of Section 33.

LESS AND EXCEPT that portion lying within the right of way of Thomasville Road, State Road No. 61, as conveyed the State of Florida Department of Transportation recorded in Official Records Book 1904, Page 2054, of the Public Records of Leon County, Florida.

### **Parcel Two: Leon County Parcel No. 14-33-20-148-000-0**

Official Records Book 5249, Page 1449 of the Public Records of Leon County, Florida.

COMMENCE at the Northeast corner of the West Half of the Southeast Quarter of Section 33, Township 2 North, Range 1 East, Leon County, Florida and run thence West along the South boundary of the North Half of said Section 33 1208.60 feet to a concrete monument marking the intersection of said South boundary line with the West right of way State Road No. 61 (Thomasville Road), thence run North 23 degrees 56 minutes 00 seconds East (Bearing Base) along said West right of way boundary 572.66 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 23 degrees 56 minutes 00 seconds East along said right of way boundary 75.00 feet to an iron rod, thence leaving said right of way run North 66 degrees 36 minutes 51 seconds West 563.66 feet to a iron pipe marking the



approximate centerline of the old Tallahassee - Thomasville Road bed, thence run South 04 degrees 25 minutes 39 seconds West along said centerline 156.21 feet to a concrete monument, thence run South 02 degrees 22 minutes 18 seconds West along said centerline 50.15 feet to a concrete monument, thence leaving said centerline run South 80 degrees 12 minutes 47 seconds East 508.47 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that portion of the above described parcel taken in that certain order of taking by the State of Florida Department of Transportation, recorded in Official Records Book 1876, Page 2122 in the Public Records of Leon County, Florida.

**Parcel Three: Leon County Parcel No. 14-33-20-156-000-0**

Official Records Book 5255, Page 1507 of the Public Records of Leon County, Florida.

COMMENCE at the Northeast corner of the West Half of the Southeast Quarter of Section 33, Township 2 North, Range 1 East, Leon County, Florida and run thence West 1208.6 feet along the South boundary of the North Half of said Section 33 to a point of intersection of with the West right of way State Road No. 61 (formerly State Road No. 10), thence run North 23 degrees 56 minutes East (Bearing Base) along the said Westerly right of way 390.94 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 23 degrees 56 minutes East along said Westerly right of way 183.05 feet, thence leaving said Westerly right of way run North 79 degrees 52 minutes 53 seconds West 503.29 feet to the centerline of the old abandoned Tallahassee - Thomasville Road, thence run South 02 degrees 50 minutes 25 seconds East along said centerline 145.52 feet, thence run South 02 degrees 51 minutes 37 seconds West 107.76 feet, thence South 89 degrees 38 minutes East 433.80 feet to the POINT OF BEGINNING.

LESS AND EXCEPT property described in Order of Taking recorded in Official Records Book 1880, Page 223 of the Public Records of Leon County, Florida.

Ordinance No. 19-O-06

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING SECTION SIX OF THE CHARTER OF THE CITY OF TALLAHASSEE, TO ANNEX WITHIN THE CORPORATE AREA OF THE CITY OF TALLAHASSEE, FLORIDA, UPON ADOPTION OF SAID ORDINANCE, PROPERTY BEING SITUATED IN LEON COUNTY, FLORIDA, IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, there has been filed with the City of Tallahassee, Florida, a petition containing the names and signatures of all of the property owners in the area described hereinafter requesting annexation into the corporate area of the City of Tallahassee, Florida; and,

WHEREAS, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate area of the City of Tallahassee, Florida, and it has further been determined that the annexation of said property will not result in the creation of any pocket or enclave; and,

FURTHER WHEREAS, the City of Tallahassee, Florida, is in a position to provide municipal services to the property described herein, and that the City Commission of the City of Tallahassee, Florida, deems it in the best interest of the City to accept said petition and to annex said property.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. That the property described below, situated in Leon County, Florida, be and the same is hereby annexed to and made a part of the City of Tallahassee, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes, to wit:

Three Parcels on Thomasville Road, Leon County, Florida, more particularly described as follows:

**Parcel One: Leon County Parcel No. 14-33-20-152-000-0**

Official Records Book 5092, Page 2186 of the Public Records of Leon County, Florida.

The land referred to herein below is situated in the County of Leon, State of Florida, and is described as follows:

COMMENCE at the Northeast corner of the West one-half of the Southeast Quarter of Section 33, Township 2 North, Range 1 East, and run thence West 1,208.6 feet along the South boundary of the North one-half of said Section 33 to a point of intersection with the West boundary line of the right of way of State Road No. 61 (formerly State Road No. 10), thence North 23 degrees 56

minutes East 649 feet along the West boundary line of the right of way of said State Road No. 61 to a point which is the POINT OF BEGINNING of the land hereinafter described. From said POINT OF BEGINNING, run thence North 66 degrees 04 minutes West 557.5 feet to a point in the center of the old abandoned Tallahassee and Thomasville Road, thence North 02 degrees 30 minutes East 324.8 feet along the centerline of said road bed, thence South 66 degrees 04 minutes East 679.2 feet to a point on the West boundary line of the right of way of said State Road No. 61, thence South 23 degrees 56 minutes West 300 feet along said right of way boundary to the POINT OF BEGINNING and lying and being in the North one-half of Section 33.

LESS AND EXCEPT that portion lying within the right of way of Thomasville Road, State Road No. 61, as conveyed the State of Florida Department of Transportation recorded in Official Records Book 1904, Page 2054, of the Public Records of Leon County, Florida.

**Parcel Two: Leon County Parcel No. 14-33-20-148-000-0**

Official Records Book 5249, Page 1449 of the Public Records of Leon County, Florida.

COMMENCE at the Northeast corner of the West Half of the Southeast Quarter of Section 33, Township 2 North, Range 1 East, Leon County, Florida and run thence West along the South boundary of the North Half of said Section 33 1208.60 feet to a concrete monument marking the intersection of said South boundary line with the West right of way State Road No. 61 (Thomasville Road), thence run North 23 degrees 56 minutes 00 seconds East (Bearing Base) along said West right of way boundary 572.66 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 23 degrees 56 minutes 00 seconds East along said right of way boundary 75.00 feet to an iron rod, thence leaving said right of way run North 66 degrees 36 minutes 51 seconds West 563.66 feet to a iron pipe marking the approximate centerline of the old Tallahassee - Thomasville Road bed, thence run South 04 degrees 25 minutes 39 seconds West along said centerline 156.21 feet to a concrete monument, thence run South 02 degrees 22 minutes 18 seconds West along said centerline 50.15 feet to a concrete monument, thence leaving said centerline run South 80 degrees 12 minutes 47 seconds East 508.47 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that portion of the above described parcel taken in that certain order of taking by the State of Florida Department of Transportation, recorded in Official Records Book 1876, Page 2122 in the Public Records of Leon County, Florida.

**Parcel Three: Leon County Parcel No. 14-33-20-156-000-0**

Official Records Book 5255, Page 1507 of the Public Records of Leon County, Florida.

COMMENCE at the Northeast corner of the West Half of the Southeast Quarter of Section 33, Township 2 North, Range 1 East, Leon County, Florida and run thence West 1208.6 feet along the South boundary of the North Half of said Section 33 to a point of intersection of with the West right of way State Road No. 61 (formerly State Road No. 10), thence run North 23 degrees

56 minutes East (Bearing Base) along the said Westerly right of way 390.94 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 23 degrees 56 minutes East along said Westerly right of way 183.05 feet, thence leaving said Westerly right of way run North 79 degrees 52 minutes 53 seconds West 503.29 feet to the centerline of the old abandoned Tallahassee - Thomasville Road, thence run South 02 degrees 50 minutes 25 seconds East along said centerline 145.52 feet, thence run South 02 degrees 51 minutes 37 seconds West 107.76 feet, thence South 89 degrees 38 minutes East 433.80 feet to the POINT OF BEGINNING.

LESS AND EXCEPT property described in Order of Taking recorded in Official Records Book 1880, Page 223 of the Public Records of Leon County, Florida.

Section 2. That upon ordinance becoming effective, the property owners and any resident on the property described herein shall be entitled to all the rights and privileges and immunities as are from time to time granted to residents and property owners of the City of Tallahassee, Florida, as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Tallahassee, Florida, and the provisions of said Chapter 171, Florida Statutes.

Section 3. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

Section 5. That this ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED in the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED by the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF TALLAHASSEE

By: \_\_\_\_\_  
John Dailey  
Mayor

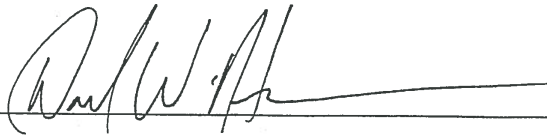
ATTEST:

APPROVED AS TO FORM

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

By: \_\_\_\_\_  
Cassandra K. Jackson  
City Attorney

PETITIONER(S):

Signature:   
Print Name: DANIEL HARTMAN. AGENT FOR OWNER  
Address: P.O. BOX 10910  
TALLAHASSEE, FL 32302  
Phone: 850.386.4242  
Email address: dan@fllegalteam.com  
Date: 1-11-19

State of: Florida

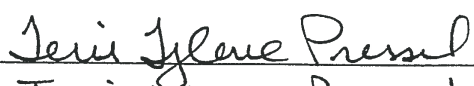
County of: Leon

Before me, this 11 day of January, 2019  
personally appeared Hadi Boulos who executed the  
foregoing Petition for Voluntary Annexation, and acknowledged before me that same was  
executed for the purposes therein expressed.

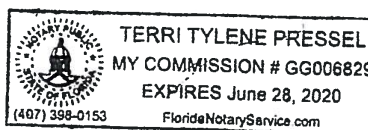
Personally known: \_\_\_\_\_ OR;

Produced identification: \_\_\_\_\_

Type of identification produced: \_\_\_\_\_

Signature of Notary Public: 

Printed name of Notary Public: Terri Tylen Pressel





## MEMORANDUM

**TO:** Weldon Richardson, Senior Planner  
Development Services Division  
Development Support and Environmental Management  
Leon County

**THROUGH:** Artie White, Administrator  
Comprehensive Planning  
Tallahassee-Leon County Planning Department

**FROM:** T.J. Lewis, Planner, Tallahassee-Leon County Planning Department

**DATE:** February 28, 2019

**SUBJECT:** Consistency Review: Proposed Voluntary Annexation of Properties Located at 4680, 4732, and 4738 Thomasville Road  
Project ID: (LDV1900093)  
Parcel Identification Number(s): 14-33-20-152-000-0, 14-33-20-148-000-0, and 14-33-20-156-000-0

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Staff has reviewed the proposed annexation of property located at 4680, 4732, and 4738 Thomasville Road. Three contiguous parcels (tax identification number(s) 14-33-20-148-000-0, 14-33-20-152-000-0 and 14-33-20-156-000-0, 7.29 +/- acres in size) is proposed to be annexed into the City of Tallahassee. This property is currently designated Residential Preservation on the Future Land Use Map. Leon County Property Appraiser records indicate that subject parcels 14-33-20-152-000-0, 14-33-20-148-000-0, and 14-33-20-156-000-0 each contain non-residential improvements listed below.

**Parcel ID: 14-33-20-152-000-0: 2,907 SF Commercial Structure built 1950**  
**14-33-20-148-000-0: 2344 SF Commercial Structure built 1955**  
**14-33-20-156-000-0: 3615 SF Commercial Structure built 1940**

Staff finds the proposal consistent with the Comprehensive Plan, subject to the following provisions of Intergovernmental Coordination Element Policy 2.1.4 [I] being adequately met:

- The annexation shall be implemented in accordance with the requirements of Chapter 171, Florida Statutes, and as set forth in an Interlocal Agreement for Annexation Procedures to be entered into by and between Leon County and the City of Tallahassee as set forth in Policy 2.1.4[I].

The following additional information is related to the subject parcel:

The current zoning on these properties is Residential Preservation, which is exclusive to properties in unincorporated Leon County. The City of Tallahassee Zoning district most compatible with the existing zoning on these properties is Residential Preservation - 1, which is intended for a similar purpose and contains similar allowable uses and development standards. For annexation into the City Limits, this property must be Rezoned to Residential Preservation -1 (RP-1) or Residential Preservation-2 (RP-2).

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #20**

# Leon County Board of County Commissioners

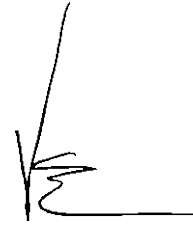
## Agenda Item #20

April 23, 2019

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

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

**Title:** Full Board Appointments to the Board of Adjustments and Appeals, Career Source Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment 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 full Board's consideration of the appointments of citizens to the Board of Adjustments and Appeals, the CareerSource Capital Region Board, the Educational Facilities Authority, the Tallahassee Sports Council, the Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board.

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

See next page.



Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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**Staff Recommendation:**

Option #1: The full Board to consider the appointment of one citizen, Paul Patronis, to the Board of Adjustments and Appeals for the remainder of the unexpired term ending June 30, 2020.

Option #2: The full Board to consider the appointment of one citizen, Thomas Eisel, to the CareerSource Capital Region Board for a three-year term ending June 30, 2022.

Option #3: The full Board to consider the appointment of one citizen to the Leon County Educational Facilities Authority for a five-year term ending July 31, 2024. Eligible applicants are: Todd Sperry, Reginald Ellis and Sameer Kapileshwari.

Option #4: The full Board to consider the appointment of two citizens to the Tallahassee Sports Council for three-year terms ending April 30, 2022. Eligible applicants are: James Card, Barbara Jackson, Austin Moser and Debra Preble.

Should the Board choose to appoint Ms. Preble it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #9) by a two-thirds affirmative vote.

Option #5: The full Board to consider the appointment of two citizens to the Tallahassee-Leon County Minority, Women & Small Business Enterprise Citizen Advisory Committee for two-year terms ending April 30, 2021. The eligible applicants are: Christi Hale, Eduardo Gonzalez Loumiet, LaShawn Johnson, Sameer Kapileshwari, Matt Thursam, Sondra Timpson and Senovia Williams.

Should the Board choose to appoint Ms. Hale it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #10) by a two-thirds affirmative vote.

Option #6: The full Board to consider the appointment of one citizen, Gregory Cowan, to the Value Adjustment Board for a two-year term ending April 30, 2021.

Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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## Report and Discussion

### **Background:**

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Board of Adjustments and Appeals (BOAA)**

Purpose: The BOAA hears and decides on appeals of administrative decisions as provided in the City of Tallahassee and Leon County Land Development Code, and variances to sign, plumbing, zoning, housing, building, gas and fire prevention codes of the City of Tallahassee and Leon County as provided in the City and Leon County Land Development Codes.

Composition: The BOAA has three members appointed by the full Board, three members appointed by the City and 1 member alternately appointed by the full Board and the City Commission. In addition, both the full Board and the City Commission may appoint an alternate member, who serves in the event that their presence is needed to constitute a quorum. The members serve a three-year term and may not serve more than two full consecutive terms. Vacancies are filled for the remainder of the unexpired term.

Vacancies: Member Carlos Rey has resigned from the BOAA. Mr. Rey’s term was due to expire on June 30, 2020. The current County alternate member, Paul Patronis, was appointed June 20, 2017, has good attendance and is seeking to fill the permanent member seat vacated by Mr. Rey. Eligible applicants are listed in Table #1.

*Table #1: Board of Adjustments and Appeals*

<b>Vacancies</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Carlos Rey <i>resigned</i>	6/30/2020	1.	Paul Patronis	Full Board to make one citizen appointment for the remainder of the unexpired term ending 6/30/2020

Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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**CareerSource Capital Region Board (CSCR)**

Purpose: CareerSource Capital Region connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity in Gadsden, Leon and Wakulla counties. The CSCR Board develops the region's strategic workforce development plan; identify occupations for which there is a demand in the area and selecting training institutions that may provide training; solicit the input and participation of the local business community in the provision of services for the residents of the region; provide policy guidance and procedures for programs established by CareerSource Capital Region; and, provides oversight and monitoring activities.

Composition: The CSCR Board has seven private sector representative members appointed by the full Board. Nominations for the private sector seats are submitted by local business organizations including local chambers of commerce, downtown merchants' associations, area business associations, etc., and must be compliant with the Workforce Innovation and Opportunity Act (WIOA) and Florida Statutes. Nominees are representative of the business community in optimal business leadership positions, such as CEO's, VP's of HR, General Managers, Presidents and C Suite executives of firms that require a large workforce to maintain their business. The members serve a three-year term, and vacancies are filled for the remainder of the unexpired term.

Vacancies: Board-appointed member, Brad Coburn resigned in January 2019. Mr. Coburn's term was due to expire on June 30, 2019. Eligible applicant Thomas Eisel has been nominated by the Greater Tallahassee Chamber of Commerce and recommended by CareerSource Capital Region (Attachment #2). See Table #2 for eligible applicant.

*Table #2: CareerSource Capital Region Board*

<b>Vacancies</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Brad Coburn <i>Resigned</i>	6/30/2019	2.	Thomas Eisel	Full Board to make one citizen appointment for a three-year term ending 6/30/2022

Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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### Leon County Educational Facilities Authority (EFA)

**Purpose:** The purpose of the Authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects.

**Composition:** There are seven members appointed by the full Board, with each member serving a term of five years. All members must be residents of Leon County. At least one must be a trustee, director, officer, or employee of an institution for higher education. Currently, Commissioner Desloge serves as the Board liaison on the EFA.

**Vacancies:** Member William Hilaman has resigned. Mr. Hilaman's term was due to expire on July 31, 2019. See Table #3 for eligible applicants.

Table #3: Leon County Educational Facilities Authority

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
William Hilaman <i>Resigned</i>	7/31/2019	3. 4. 5.	Todd Sperry* Reginald Ellis Sameer Kapileshwari	Full Board to make <b>one</b> appointment for a five-year term ending 7/31/2024.

\*Applicant currently serves on the Advisory Committee for Quality Growth but has agreed to resign from the ACQG if appointed to the EFA.

### Tallahassee Sports Council (TSC)

**Purpose:** The purpose of the TSC is to focus on the economic benefits of visitor-generating events to support sports tourism for the betterment of the Tallahassee-Leon County community.

**Composition:** The TSC is composed of 18 members:

- 12 members are designated by position, including one County Commissioner. Currently, Commissioner Nick Maddox serves on the TSC.
- 6 at-large members are appointed by the full Board. The at-large members are citizens who have demonstrated experience and interest in aspects of sports within Leon County. The terms for the at-large members are for three-year and members may not serve more than three consecutive terms.

**Vacancies:** Two at-large TSC members, Kip West and Tim Randolph, have terms that expire April 30, 2019. Both Mr. West and Mr. Randolph are not seeking reappointment. See Table #4 for eligible applicants.

Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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*Table #4. Tallahassee Sports Council*

<b>Vacancies</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Kip West <i>not seeking reappointment</i>	4/30/2019	6.	James Card	Full Board to make <b>two</b> citizen appointments for three-year terms expiring on April 30, 2022.
		7.	Barbara Jackson	
		8.	Austin Moser	
Tim Randolph <i>not seeking reappointment</i>	4/30/2019	9.	Debra Preble*	

\* Applicant requests a waiver of the conflicting employment relationship as disclosed in Form 4A (Attachment #9). Should the Board choose to appoint Ms. Preble it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote. In addition, appointed advisory board members must abstain from voting on a measure which would inure to his or her special private gain or loss and must file Form 8B, Memorandum of Voting Conflict, with the person responsible for recording the minutes of the meeting.

### **Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee (MWSBE CAC)**

The Board of County Commissioners and the Tallahassee City Commission approved consolidating the County and City Advisory Committees for the respective MWSBE Programs into one single committee for improved efficiency and support, under the Tallahassee-Leon County MWSBE Division of the Office of Economic Vitality and established the joint Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee.

Purpose: The MWSBE CAC monitors the progress of the MWSBE program and is responsible for reviewing and recommending policy alternatives, as well as providing programmatic recommendations relative to certification appeals and Good Faith Efforts.

Composition: The MWSBE CAC has eleven members who are appointed as follows:

- Four members appointed by the Board of County Commissioners
- Four members appointed by the City Commission
- One member appointed by the Big Bend Minority Chamber of Commerce
- One member appointed by the Capital City Chamber of Commerce
- One member appointed by the Greater Tallahassee Chamber of Commerce

Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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Of the four Board appointed members, at least one shall have expertise in the field of architecture, construction or engineering. Members serve for two-year terms, with no member serving more than three consecutive two-year terms. Terms expire on April 30.

**Vacancies:** The terms of two Board appointed MWSBE CAC members, Christi Hale and Barbara Wescott, expire on April 30, 2019. Ms. Hale is seeking reappoint and Ms. Wescott is not seeking reappointment. All eligible applicants are listed in Table #5.

*Table #5. Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee*

<b>Vacancies</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Christi Hale <i>Served one term, seeking reappointment</i>	4/30/2019	10.	Christi Hale*	Full Board to make <b>two</b> citizen appointments for two-year terms expiring on April 30, 2021.
		11.	Eduardo Gonzalez Loumiet	
		12.	LaShawn Johnson	
Barbara Wescott <i>Not seeking reappointment</i>	4/30/2019	13.	Sameer Kapileshwari	
		14.	Matt Thursam	
		15.	Sondra Timpson	
		16.	Senovia Williams	

\* Applicant requests a waiver of the conflicting employment relationship as disclosed in Form 4A (Attachment #10). Should the Board choose to appoint Ms. Hale, it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote. In addition, appointed advisory board members must abstain from voting on a measure which would inure to his or her special private gain or loss and must file Form 8B, Memorandum of Voting Conflict, with the person responsible for recording the minutes of the meeting.

Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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### **Value Adjustment Board (VAB)**

Purpose: The Value Adjustment Board (VAB) settles disputes between taxpayers and the Property Appraiser relating to denials of exemptions/classifications and market values. If the property owner feels the property's assessment, classification, or exemption is incorrect, a petition can be filed with the VAB. The VAB approves and hires Special Magistrates to conduct quasi-judicial hearings and render recommendations to the VAB for review. The VAB issues the final decisions.

Composition: The VAB is composed of five members:

- 2 members are County Commissioners (Currently Commissioner Jackson and Commissioner Maddox serve on the VAB.)
- 1 member is a School Board member, and
- 2 citizen members (one appointed by the Board and one appointed by the School Board).

The Board appointed citizen member must own homestead property within the County and the School Board appointed citizen member must be the owner of a business occupying space located within the school district. The citizen members may not be a member or an employee of any taxing authority and may not be a person who represents property owners in any administrative or judicial review of property taxes. Members serve two-years terms with no term limits.

Vacancies: The term of Board appointed citizen member, Gregory Cowan, expires on April 30, 2019. Mr. Cowan regularly attends VAB meetings and is seeking reappointment. Eligible applicants are listed in Table #6.

*Table #6. Value Adjustment Board*

<b>Vacancy</b>	<b>Term Expires</b>	<b>Application Attachment #</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
Gregory Cowan	4/30/2019	17.	Gregory Cowan	Full Board to make <b>one</b> citizen appointment for a two-year term ending April 30, 2021

Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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**Options:**

1. The full Board to consider the appointment of one citizen, Paul Patronis, to the Board of Adjustments and Appeals for the remainder of the unexpired term ending June 30, 2020.
2. The full Board to consider the appointment of one citizen, Thomas Eisel, to the CareerSource Capital Region Board for a three-year term ending June 30, 2022.
3. The full Board to consider the appointment of one citizen to the Leon County Educational Facilities Authority for a five-year term ending July 31, 2024. Eligible applicants are: Todd Sperry, Reginald Ellis and Sameer Kapileshwari.
4. The full Board to consider the appointment of two citizens to the Tallahassee Sports Council for three-year terms ending April 30, 2022. Eligible applicants are: James Card, Barbara Jackson, Austin Moser and Debra Preble.

Should the Board choose to appoint Ms. Preble it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #9) by a two-thirds affirmative vote.

5. The full Board to consider the appointment of two citizens to the Tallahassee-Leon County Minority, Women & Small Business Enterprise Citizen Advisory Committee for two-year terms ending April 30, 2021. The eligible applicants are: Christi Hale, Eduardo Gonzalez Loumiet, LaShawn Johnson, Sameer Kapileshwari, Matt Thursam, Sondra Timpson and Senovia Williams.

Should the Board choose to appoint Ms. Hale it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #10) by a two-thirds affirmative vote.

6. The full Board to consider the appointment of one citizen, Gregory Cowan, to the Value Adjustment Board for a two-year term ending April 30, 2021.
7. Board direction.

**Recommendations:**

Options #1 through #6

**Attachments:**

1. Patronis application and resume
2. Eisel application and resume
3. Sperry application and resume
4. Ellis application and resume
5. Kapileshwari EFA application and resume



Title: Full Board Appointments to the Board of Adjustments and Appeals, CareerSource Capital Region Board, Educational Facilities Authority, Tallahassee Sports Council, Tallahassee-Leon County Minority Women & Small Business Enterprise Citizen Advisory Committee and the Value Adjustment Board

April 23, 2019

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6. Card application
7. Jackson application and resume
8. Moser application and resume
9. Preble application, resume and Disclosure Form 4A
10. Hale application, resume and Disclosure Form 4A
11. Gonzalez Loumiet application and resume
12. Johnson application and resume
13. Kapileshwari MWSBE CAC application and resume
14. Thursam application and resume
15. Timpson application and resume
16. Williams application and resume
17. Cowan application and resume



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS** Attachment #1  
**CITIZEN COMMITTEE APPLICATION** Page 1 of 5  
**BOARD OF ADJUSTMENT AND APPEALS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Paul Nicholas Patronis		<b>Date:</b> 4/4/2019 8:32:31 PM	
<b>Home Address:</b>	1211 Walton Drive Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 980-3605	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	nt_98@hotmail.com	<b>How many years have you lived in Leon County?</b>	43

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	State of Florida (Lottery)	<b>Work Address:</b>	250 Marriott Drive Tallahassee, FL 32301
<b>Occupation:</b>	Office of Inspector General Analyst II		
<b>Work/Other Phone:</b>	(850) 487-7726		

**(OPTIONAL)**

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.

<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	47
<b>District:</b>	District I	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Dave Sikes	<b>Name:</b>	Ron Draa
<b>Address:</b>	5743 Sioux Drive Tallahassee, FL 32317	<b>Address:</b>	2832 Kilkieane Dr Tallahassee, FL 32311
<b>Phone:</b>	(850) 443-2798	<b>Phone:</b>	(850) 321-6140

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

**IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP**

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? **Yes**

If Yes, on what Committee(s) are you a member? **Board of Adjustment and Appeals as an Alternate**

Have you served on any previous Leon County committees? *No*

Are you willing to complete a financial disclosure if applicable? *Yes*

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*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? *No*

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*

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? *No*

[Members must be a resident, an owner of real property AND a taxpayer in Leon County.](#)

Are you a resident of Leon County? *Yes*

Are you a property owner and taxpayer in Leon County? *Yes*

[Members on this board must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics.](#)

Are you willing to file a Financial Disclosure Form? *Yes*

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

Signature: *Mr. Paul Nicholas Patronis*

The application was electronically sent: 4/4/2019 8:32:31 PM

**Paul Nicholas Patronis**  
1211 Walton Drive • Tallahassee, FL 32312 • (850) 980-3605  
Tanner\_2002@hotmail.com

## *Experience*

---

*06/2017 – Present*                      *Florida Lottery*                      *Tallahassee, FL*

### **Office of Inspector General Analyst II**

- Conduct audits, investigations, management reviews, special projects, and consulting services in accordance with OIG policies, the International Standards for the Professional Practice of Internal Auditing, or where appropriate, government auditing standards.
- Conduct administrative investigations in accordance with OIG policies and the Principles and Standards for Offices of Inspector General, as granted by Section 20.055 Florida Statutes.
- Conduct professional interviews in compliance with standards and applicable regulations.
- Conduct follow-up of engagements to appraise the adequacy of management actions taken.
- Review other analysts' work for sufficiency of scope and accuracy.
- Review and interpret statutes, rules, and policies.
- Seek enhancement of knowledge, skills, and competencies to maintain the proficiency for the continuing professional development requirements of the Association of Inspectors General.
- Participate in activities to maintaining the Office's accreditation status with the Florida Commission on Law Enforcement Accreditation.
- Assist in the development and implementation of OIG policies and procedures, quality assurance and improvement program, annual risk assessment, audit plan, and annual report.
- Demonstrate, model, and reinforce the Department's fundamental values of quality, service, respect, integrity, and dependability in interactions with co-workers, supervisors, and customers; in personal contributions to work assignments and projects; and when representing the Department or the state.

---

*11/2011 – 05/2017*                      *Department of Economic Opportunity*                      *Tallahassee, FL*

### **Operations Review Specialist**

- Assist the Reemployment Assistance program in developing systems that can be used in reviewing and evaluating processes, analyzing data, defining problems and developing models to arrive at solutions.
- Coordinates with program staff in charting processes and establishing improvement plans. Provides analysis of process flow and makes recommendations for corrective actions.
- Assist in reporting performance measure outputs and outcomes, corrective actions for areas in need of improvement, and quarterly progress. Coordinate with program staff in establishing corrective actions.
- Reports include the (1) USDOL State Quality Service Plan, (2) DEO Long Range Program Plan, (3) RA Accomplishments Report, (4) Disaster Unemployment, (5) Internet RA data and Reports, and (6) Weekly Claim Reports. Assist in coordinating special projects involving other agency programs.
- Liaison for joint coordination between RA and DFS, IT, Financial Management and WS. Liaison for RA and General Services re: print services, mail, report delivery, supplies and special projects.
- Liaison between RA and DEO Office of Communications, providing RA information as necessary.
- Disaster Recovery Coordinator for RA, between DOR, SSRC, IT and PB.
- Update Workforce Services data on the Floridajobs.org website
- Assist with data audits to ensure Workforce Board compliance with federal guidelines as they pertain to multiple program areas.

---

**11/2008 - 11/2011**                      **Agency for Work Force Innovation/DEO**                      **Tallahassee, FL**  
**Special Deputy**

- Conduct administrative hearings on disputed unemployment insurance/compensation claims based on appeals filed by claimants and employers concerning the payment or denial of benefits.
- Resolve issues of overpayment and repayment of benefits, fraud, and charges to employers.
- Write decisions based on testimony and evidence by applying the Unemployment Compensation Law, Section 443 of the Florida Statutes. Decisions rendered constitute final agency action. Review case file, determine issue(s) and set hearing date and time.

---

**9/2008 – 11/2008**                      **Agency for Work Force Innovation**                      **Tallahassee, FL**  
**ESR I**

- Fact Finding. Conduct comprehensive claimant and employer interviews as well as all other relevant parties to add/remove claimant flags or forward information on to Adjudicators.
- Review agency records, conducts claimant and employer interviews as well as all other relevant parties to verify information pertinent to the determination of claimant eligibility.

---

**10/2006 – 8/2008**                      **Coastal Ventures Management, LLC**                      **Destin, FL**  
**Operations Manager**

- Responsible for the day to day operations of a hospitality staffing company with 156 personnel.
- Oversee clientele needs, employee personal/work related issues, accounts payable/receivable, employee housing and logistics.
- Foreign labor certification petition filings in accordance with USDOL/USCIS regulations and guidelines.

---

**8/2003 – 10/2005**                      **J.A. Immigration**                      **Atlanta, GA**  
**Labor Specialist**

- Oversee the filing of foreign labor certification applications with USDOL/USCIS in accordance with agency guidelines and regulations

---

**6/2003 – 1/2007**                      **Labor Certification Consultants, Inc.**                      **Tallahassee, FL**  
**Owner/President**

- Contracted with various law firms within the Southeastern region of the U.S. to work on Foreign Labor certifications for them in accordance with USDOL/USCIS guidelines and regulations.

---

**6/2001 – 5/2003**                      **Agency for Workforce Innovation**                      **Tallahassee, FL**  
**LET Specialist**

- Review both permanent and temporary foreign labor certification applications to ensure compliance with USDOL and USCIS regulatory guidelines. Process applications as directed by the USDOL ANPC based in Atlanta, Ga.
- Conduct housing inspections on behalf of the USDOL/USCIS H-2A agricultural temporary labor applications in accordance with OSHA guidelines to ensure temporary labor camps were suitable for foreign workers coming to live and work in the US for 6-10 month time periods.

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**6/1998 – 6/2001**                      **United States Army**  
**Corporal/Specialist**

- Served with the U.S. Army Rangers.
- Served with Bravo Co. 2nd Bn., 2nd Brigade Infantry Regiment as a Rifleman, Heavy Weapons specialist and Machine Gunner, Squad Leader, Asst. Arms Room NCO, Advanced Re-Deployment Party NCO in charge of equipment and quarters setup for 112-man Company returning from deployment.
- Also served as Training Room NCO for Headquarters, Headquarters Company 2/2 Infantry. This position required first-hand knowledge and assistance in scheduling, training, equipment maintenance and knowledgeable control of 156 man unit and equipment in excess of 160 million dollars.

## ***Education/Certifications***

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**Tallahassee Community College**  
Associates Degree, August 2019

**University of Phoenix at Axia College**  
Associates Degree, February 2011

**U.S. Army SAM School (Vilsick, Germany)**  
Certification, October 1998

**Northeast Texas Community College (Vilsick, Germany)**  
German Language Certification, October 1998

**U.S. Army Hazmat I (Vilsick, Germany)**  
Logistics and Safety Certification, February 2000

**Administrative Justice Institute certification (AWI)**  
April 2011

**State of Florida Certified Project Manager (DEO-TCC)**  
March 2013

**Fundamentals of SQL certification (DEO-TCC)**  
August 2014

## ***Skills***

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Data Management  
Statistics  
Program Evaluation

Project Management  
Microsoft Word, Excel, Power point  
Working knowledge of SQL Server

## ***Volunteering***

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YMCA Coach for Baseball and Soccer, 2007-2016  
Upward Bound Flag Football and Basketball Coach, 2014-16  
City of Tallahassee Softball Coach, 2017  
Board Member on the Tallahassee-Leon County Board of Adjustment and Appeals (BOAA), 2017-Present

## ***Awards***

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Recipient of the Governor's Davis Productivity Award, 2012



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS** Attachment #2  
**CITIZEN COMMITTEE APPLICATION** Page 1 of 11  
**CAREERSOURCE CAPITAL REGION BOARD**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyfl.gov.  
 Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Thomas Eisel		<b>Date:</b> 3/19/2019 3:58:10 PM	
<b>Home Address:</b>	3778 Piney Grove Drive Tallahassee, FL 32311	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 325-5016	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	thomas.eisel@hcahealthcare.com	<b>How many years have you lived in Leon County?</b>	1

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Capital Regional Medical Center	<b>Work Address:</b>	2626 Capital Medical Blvd. Tallahassee, FL 32311
<b>Occupation:</b>	Chief Financial Officer		
<b>Work/Other Phone:</b>	(850) 325-5016		

**(OPTIONAL)**

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.

<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	
<b>District:</b>	District I	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Chris Cosby	<b>Name:</b>	
<b>Address:</b>	325 Cypress Pkwy. Kissimmee, FL 34758	<b>Address:</b>	
<b>Phone:</b>	(407) 530-2001	<b>Phone:</b>	

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

**IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP**

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? **No**

Have you served on any previous Leon County committees? *No*

Are you willing to complete a financial disclosure if applicable? *Yes*

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*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? *Yes*

If yes, please explain *Employer is Capital Regional Medical Center offering healthcare to Leon County.*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? *No*

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*

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? *No*

A nomination by local business organization (Chambers of Commerce, Downtown Merchant Associations, area business associations, etc.) is required. Nominations for the Board shall be representative of the business community in optimal business leadership positions, such as CEO's, VP's of HR, General Managers, Presidents and C Suite executives of firms that require a large workforce to maintain their business.

Have you been nominated by a local business organization? *Yes*

Name of nominating organization: *Chamber of Commerce*

Members on this board must file a [Financial Disclosure Form #1](#) from the Florida Commission on Ethics, per State Statute 112.3145. [Financial Disclosure Information - Ethics.](#)

Are you willing to file a Financial Disclosure Form? *Yes*

Applicants must complete the [CSCR membership application.](#)

Have you completed the CSCR Membership Application and emailed to Smachm@leoncountyfl.gov.? *Yes*

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

Signature: *Mr. Thomas Eisel*

The application was electronically sent: 3/19/2019 3:58:10 PM



**Tom Eisel, CPA**  
3778 Piney Grove Drive Tallahassee, FL 32311  
(727) 403-1523 Thomas.Eisel@HCAhealthcare.com

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## EXPERIENCE

### **Capital Regional Medical Center**

**Tallahassee, FL**

266 bed acute care facility providing a wide range of services including Cardiovascular Care (Open heart), Robotic Surgery, Mother/Baby, and Behavioral Health services.

**Chief Financial Officer**

**August 2018 – Present**

- Oversaw all financial operations for facility
- Insured accuracy of financial statements and regulatory compliance for the facility
- Serve as Sr. Leader for Case Management, Materials Management, IT&S, Accounting, Patient Accounting and Health Information Management departments.

### **Poinciana Medical Center**

**Poinciana, FL**

76 bed acute care, medical / surgical facility providing services including inpatient and outpatient diagnostic and surgical services.

**Chief Financial Officer**

**August 2016 – August 2018**

- Oversaw all financial operations for facility
- Serve as Chief Staffing Officer and Ethics and Compliance Officer.
- Serve as Sr. Leader for departments outside of the typical CFO role including all Imaging Services, Physical Therapy, Occupational Therapy, Speech Therapy and EVS.

### **Brandon Regional Hospital**

**Brandon, FL**

422 bed acute care facility providing a wide range of services including Cardiovascular Care (Open heart), Robotic Surgery, Mother/Baby, Neonatology and Behavioral Health services.

**Associate Chief Financial Officer**

**June 2015 – August 2016**

- Member of Sr. Management team.
- Responsible for financial reporting, Health Information Systems and Patient Accounting functions of the hospital.

**Controller**

**April 2012 – June 2015**

### **Edward White Hospital**

**St. Petersburg, FL**

163 bed acute care, medical / surgical facility providing services including inpatient and outpatient diagnostic and surgical services and a 30 bed Skilled Nursing Unit.

**Controller**

**October 2010 – April 2012**

**Senior Accountant**

**Feb 2008- Oct 2010**

**EDUCATION**

**Florida Certified Public Accountant**  
License Number: AC41797

2009

**University of Central Florida**  
Masters of Science in Accounting

Orlando, FL  
2006- 2007

**University of Central Florida**  
Bachelors of Arts in Accounting

Orlando, FL  
2002-2006



CareerSource Capital Region  
Workforce Board  
Membership Application  
(See Job Description &  
qualifications on Pages 3-4)

Name: Thomas Eisel

E-mail: thomas.eisel@hcahealthcare.com

Company Name: Capital Regional Medical Center

Company URL: https://capitalregionalmedicalcenter.com

Company Address:  
2626 Capital Medical Blvd.

Home Address:  
3778 Piney Grove Drive

City: Tallahassee

City: Tallahassee

State: FL Zip: 32308

State: FL Zip: 32311

Business Phone: 850-325-5016

Home/Mobile Phone: 727-403-1523

1. Type of Business: Acute Care Hospital

2. Approximate number of local employees? 1,088

3. What is your official position and what do you do at your organization? Chief Financial Officer  
Senior executive responsible for managing the financial actions of the hospital. Ensures hospital systems run  
in the most cost effective manner by tracking cash flow, financial planning, analyzing financial  
strengths and weaknesses and proposing corrective actions. Chief financial spokesperson for the hospital.

4. What do you think are the critical workforce issues for our region? \_\_\_\_\_  
**Recruiting and retaining qualified workforce. Our greatest needs are in CNA positions, Nursing and Physicians. Our region needs to work on ways to retain professionals that come to Tallahassee for school but leave the community to start their careers.**

5. What would you bring to the CSCR Workforce Investment Board (e.g., talent, experience, resources, knowledge, networks, and passion)? \_\_\_\_\_  
**Florida Certified Public Accountant since 2009 with 10+ years experience in healthcare management to include financial oversight, ethics and compliance, staffing and leadership.**

6. What value do you hope to get out of your participation on the CSCR WIB? \_\_\_\_\_  
**Engage with the community to address mutual needs and gain a greater understanding of our community as a whole.**

7. Additional thoughts? \_\_\_\_\_

## Local Workforce Board Member Job Description

The mission of CareerSource Capital Region (Region 5) is to lead a system that produces a high quality workforce capable of meeting the changing needs of employers in Leon, Gadsden and Wakulla Counties. Activities of the Board include gathering and disseminating information about the area's labor market and businesses' employment needs; building a strong regional workforce development system; convening groups of businesses, training providers, and other organizations to develop solutions to local workforce development challenges and overseeing the network of CareerSource Capital Region (CSCR) Career Centers. While the CSCR Board has governance control of multiple grants and implements the policies of State and Federal government to achieve measurable outcomes, it contracts with a service provider to perform the day-to-day services at the career center. The board staff are to carry out the oversight, monitoring, and quality expectations to meet the common measures outlined in the Workforce Innovation and Opportunity Act of 2014.

### Qualifications

- The desire to make a positive contribution to the region's economy by helping shape a workforce development system that meets the needs of employers and job seekers.
- A commitment to devote time, talent and resources to working with other board members, staff, employers, public officials, and public and private sector partner organizations to improve the quality of the workforce talent.
- **Must be a senior-level decision-maker in your organization.**
- Must have an interest in working to enlarge the labor pool with qualified applicants.

### Expectations

- Regularly attend Board and committee meetings.
- Participate actively in at least one Board committee.
- Be prepared for Board meetings by staying informed about Board matters and reviewing materials sent in advance of the meetings.
- Get to know and respect other Board members, building collegial relationships that contribute to effective decision-making.
- Act and vote on behalf of the long-term interests of the Board and the community and not on the interest of a single constituency.
- Avoid conflicts of interest. If a conflict on a particular issue is unavoidable, disclose the conflict and follow Board policies for removing oneself from discussion and/or vote on that issue.
- Understand and observe the respective roles of the board members, board staff, service provider staff, and the chief elected officials.

*If you run out of room, feel free to use additional paper*

3

- Take advantage of opportunities to become more educated about the Local Workforce Development Board (LWDB) and the region's workforce development system.
- Act as an ambassador of the board with community groups and businesses.
- Help identify and recruit additional Board members.
- Board members will engage in discussion and dialogue related to workforce issues
- Board members will tour the Career Center at least once per term
- Board members are encouraged to ask questions and share observations related to workforce issues
- Board members will have a Consent Agenda where a board committee and then the executive committee have already vetted the recommended action. While Board members can pull any consent agenda item for further discussion, members are encouraged to respect the work of their peers and if there is a consistent concern in a certain area, say finance, join that committee and strengthen its engagement.
- Possess a business demeanor and contribute expertise to help in the success of the LWDB

### **Time Requirements**

- The Board meets quarterly with meetings lasting no more than ninety minutes.
- Committees meet quarterly.
- Committee meetings last no more than one hour and a half.
- Average time commitment for members is approximately three - four hours per quarter. Time commitment is greater for those who serve on more than one committee, or serve on leadership.
- Individuals are appointed for three-year terms. If you are replacing a board member, your board service will pick up where the position left off when it became vacant.
- Maximum service – 9 years



## **TOM EISEL**

### **Chief Financial Officer • Capital Regional Medical Center**

Tom Eisel is Chief Financial Officer of HCA North Florida Division's Capital Regional Medical Center. Tom brings more than 10 years of experience to this role, having served as Chief Financial Officer at Poinciana Medical Center in Kissimmee, Florida. At Poinciana, Tom served as Ethics and Compliance Officer and Chief Staffing Officer. In addition, he secured capital for a Free Standing ER and ER expansion. His previous roles include Associate Chief Financial Officer and Controller at Brandon Regional Hospital in Brandon, Florida and Controller at Edward White Hospital in St. Petersburg, Florida.

Tom earned a Master of Science in Accounting and a Bachelor of Science in Accounting degrees both from the University of Central Florida and has been a Florida Certified Public Accountant since 2009.

**T H E**  **C H A M B E R**  
GREATER TALLAHASSEE CHAMBER OF COMMERCE

March 25, 2019

Honorable Jimbo Jackson  
Chairman  
Leon County Board of County Commissioners  
Leon County Courthouse  
301 S. Monroe Street  
Tallahassee, FL 32301

Dear Chairman Jackson:

Based on the requirement that the Greater Tallahassee Chamber of Commerce must generate nomination requests for individuals to serve on the CareerSource Capital Region Board of Directors, we would ask that you consider the following members to serve for the terms listed.

Tom Eisel, Capital Regional Medical Center, Term ending June 30, 2021

We appreciate your consideration.

Sincerely,



Sue Dick  
President/CEO

EXECUTIVE COMMITTEE:

Mark O'Bryant  
*Chair*

Beth Corum  
*Chair-Elect*

Heidi Otway  
*Immediate Past Chair*

Andrew Gay  
*Treasurer*

Sue Dick  
*President/CEO*

Rob Clarke, Jr.

Berneice Cox

Richard Darabi

Sammie Dixon, Jr.

Bennett Napier

Jay Smith

Melissa VanSickle





March 28, 2019

Chair Jimbo Jackson  
Leon County Board of County Commissioners  
301 South Monroe Street, 5<sup>th</sup> Floor  
Tallahassee Florida 32301

Dear Chair Jackson:

CareerSource Capital Region is please to support the appointment of the following board member for a three year term to expire on June 30, 2021:

Tom Eisel

Mr. Eisel is the Chief Financial Officer for Capital Regional Medical Center and would be an outstanding addition to the CareerSource Capital Region Board of Directors. Our Board of Directors voted to approve Mr. Eisel's nomination at our meeting today, March 28, 2019.

Should you have any questions, please do not hesitate to contact me at (850) 617-4601.

Sincerely,

A handwritten signature in black ink, appearing to read "James H. McShane, III".

James H. McShane, III  
Chief Executive Officer  
CareerSource Capital Region

(850) 414-6085

(850) 410-2595

2639 North Monroe Street  
Building C, Suite 100  
Tallahassee, FL 32303



Attachment #3  
Page 1 of 4

**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY EDUCATIONAL FACILITIES AUTHORITY**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Todd Sperry		<b>Date:</b> 2/25/2019 4:15:37 PM	
<b>Home Address:</b>	2125 Trescott Dr Tallahassee, FL 32308	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 544-2822	<b>Is it located within the City limits?</b>	Yes
<b>Email:</b>	tsperry@oliversperryrenovation.com	<b>How many years have you lived in Leon County?</b>	-47

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Oliversperry Renovation and Construction, INC.	<b>Work Address:</b>	
<b>Occupation:</b>	General Contractor		
<b>Work/Other Phone:</b>	(850) 386-6383		

**(OPTIONAL)**

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.

<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	58
<b>District:</b>	District III	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Michael Kramer	<b>Name:</b>	
<b>Address:</b>	1611 Jaydell Cir Tallahassee, Florida 32308	<b>Address:</b>	
<b>Phone:</b>	(850) 544-0503	<b>Phone:</b>	

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

**IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP**

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? **Yes**

If Yes, on what Committee(s) are you a member? **ACCS** Page 394 of 503

Have you served on any previous Leon County committees? **Yes**

If Yes, on what Committee(s) have you served? **ACQG**

Are you willing to complete a financial disclosure if applicable? **Yes**

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**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? **No**

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**

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? **No**

**Members on this Authority must be resident of Leon County.**

**At least one member must be a trustee, director, officer or employee of an institution for higher education in Leon County.**

Are you a trustee, director, officer or employees of an institution for higher education? **No**

**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**

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

Signature: *Todd Sperry*

The application was electronically sent: 2/25/2019 4:15:37 PM

2/7/18

### Todd Sperry Bio

Todd's Family moved to Tallahassee in 1972. He graduated from Godby High School in 1978. After received a BS in Building Construction from University of Florida he joined the Family Business, Sperry and Associates Inc.( Commercial General Contracting Firm), in 1983. Todd became President and CFO of the Company from 1993 to 2001. In 2001 he was recruited by the ST Joe Company to create a construction entity in one of their Business units, the ST Joe Land Co. Projects of significance while at ST Joe include the HGTV Dream House in 2003, two Southern Living Idea Houses and the 1400 acre River Camps at Crooked Creek in Bay County. In 2007 he formed Oliver Renovation and Kimmel Development with partners. In 2013 he sold his interest in Kimmel Development. His current role is Vice President and CFO of OliverSperry Renovation, but prefers the job description as "Head Dreamer and Schemer". Todd describes himself as a serial entrepreneur having been involved in the startup or running of six business.

Todd has been married to Jodi for 31 years and has two children Chase 26 and Shay 22. He enjoys home improvement projects, traveling and working out doors

### Community Involvement include:

- Leon County Schools Citizen Oversight Committee advising the administration of ½ penny sales tax. 2003 – 2008
- Chairman of the Board of United Way 2006-2007
- Original KCCI Community Catalyst 2007
- Founding member of Sustainable Tallahassee 2008
- Chairman of Chamber of Commerce 2011
- Member of Blue Print Sales Tax Committee
- Member of the seven member Joint Planning Board, representing United Way, overseeing the CHSP process of the distribution of charitable funds 2013
- Member of TCC Foundation

**From:** [Todd Sperry](#)  
**To:** [Mary Smach](#)  
**Subject:** RE: EFA Application Received  
**Date:** Tuesday, March 5, 2019 1:14:03 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

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Mary,

My preference would be a member of EFA. I have no issues resigning from the Quality Growth committee.

*Todd Sperry*  
*Vice President*



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**From:** Mary Smach [mailto:SmachM@leoncountyfl.gov]  
**Sent:** Tuesday, March 05, 2019 11:59 AM  
**To:** Todd Sperry  
**Cc:** Bob Kellam  
**Subject:** EFA Application Received

Dear Mr. Todd Sperry,

Thank you for your interest in serving on a citizen committee. Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community.

We received your application for the [Leon County Educational Facilities Authority](#) (EFA). We have an upcoming vacancy on the EFA and I will forward your application to the appropriate personnel. We will keep your application on file for a period of two years. Unfortunately, per Board Policy, citizens may only serve on one committee at a time. Therefore, if appointed to the EFA you would need to resign from the Advisory Committee on Quality Growth. Please let me know if you still wish to be considered for the EFA seat.

If I can be of any further assistance please feel free to contact me.

Regards,




Mary Smach  
Agenda Coordinator  
County Administration  
301 S. Monroe St. | Tallahassee, FL 32301  
(850) 606-5311 /work | (850) 606-5301 /fax  
Smachm@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 e-mail communications may therefore be subject to public disclosure.

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## LEON COUNTY EDUCATIONAL FACILITIES AUTHORITY

<p><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</b></p>	
<p>Name: Reginald Ellis <span style="float: right;">Date: 9/23/2017 11:09:26AM</span></p>	
<p>Home Phone: (901) 233-0212 <span style="margin-left: 50px;">Work Phone: (850)412-5544X</span> <span style="float: right;">Email: reginald.ellis@fam.u.edu</span></p>	
<p>Occupation: ASSOCIATE PROFESSOR <span style="margin-left: 100px;">Employer: FLORIDA A&amp;M UNIVERSITY</span></p>	
<p>Preferred mailing location: Home Address Work Address: 515 ORR DIVE 408 TUCKER HALL City/State/Zip: TALLAHASSEE, FL 32307</p>	
<p>Home Address 2002 TRESMOTT DRIVE City/State/Zip: TALLAHASSEE, FL 32307</p>	
<p>Do you live in Leon County? <input checked="" type="checkbox"/> Yes <span style="margin-left: 50px;">If yes, do you live within the City limits? <input checked="" type="checkbox"/> Yes</span>          Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <span style="margin-left: 50px;">If yes, is it located within the City limits? <input checked="" type="checkbox"/> Yes</span>          For how many years have you lived in and/or owned property in Leon County? <span style="float: right;">9 years</span></p>	
<p>Are you currently serving on a County Advisory Committee? <span style="float: right;">No</span> If yes, on what Committee(s) are you a member?</p>	
<p>Have you served on any previous Leon County committees? <span style="float: right;">No</span> If yes, on what Committee(s) are you a member?</p>	
<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 <span style="margin-left: 100px;">Sex: Male</span> <span style="margin-left: 50px;">Age: 37.00</span>          Disabled? No <span style="margin-left: 150px;">District: District 4</span></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>PLEASE FIND ATTACHED MY CURRICULUM VITAE.</p>	

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

Name: DR. DAVID H. JACKSON, JR. Telephone: 850-322-2856  
Address: 515 ORR DRIVE, 469 TUCKER HALL, TALLAHASSEE FL 32307

Name: BARBARA BOONE Telephone: 850-512-3112  
Address: PO BOX 1639, TALLAHASSEE FL 32302

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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

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

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

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

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

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

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

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

Signature: Dr. Reginald K. Ellis

This application was electronically sent: 9/23/2017 11:09:26AM

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# Dr. Reginald K. Ellis

2002 Trescott Drive  
Tallahassee, Florida 32308  
[Reginald.ellis@famuedu](mailto:Reginald.ellis@famuedu) or [regellis1@gmail.com](mailto:regellis1@gmail.com)  
<https://www.linkedin.com/in/reginaldellisfamuedu>  
850.412-5544 (w) 901.233.0212 ( c )

## Education:

The University of Memphis

August, 2004- May 7, 2011

**Ph.D.**

United States History Since 1875

Dissertation Title: "James Edward Shepard and the Politics of Black Education in North Carolina

During the Jim Crow Era: 1875-1947."

Florida A&M University

2004

**Master of Applied Social Sciences**

United States History

Florida A&M University

2003

**Bachelor of Science in African American Studies**

Honors: *Cum Laude*

## Employment:

Florida A&M University

August 2017-Present

**Associate Professor of History and Assistant Dean in the School of Graduate Studies and Research (Tenured)**



### **Administrative:**

- Assistant Dean in the School of Graduate Studies and Research and Liaison for the Graduate Feeder Scholars Program, **2017-Present**
- Coordinator of the African American Studies Program Review at Florida A&M University, **2017-Present.**
- Member of the Institutional Review Board Committee, **2016-2017.**
- Faculty Senator, **2017-Present.**
- Academic Advisor for African American Studies/History Majors, **2011-Present.**
- National Endowment for the Humanities (NEH) Grants Reviewer for NEH Dialogues Grants, **2016.**
- American Historical Association (AHA) Tuning Project: working towards revamping history curriculum(s) by meeting with key stakeholders, i.e., University Administrators, Alumni, and Community Partners. Also, created middle of curriculum course in history and adopted the scale-up method for a senior level history course, **2012-Present.**
- American Historical Association (AHA) Committee on Minority Historians, **2016-Present.**
- NCATE Liaison for the Department of History, **2011-2012.**
- FAMU Quality Enrichment Plan (QEP) Faculty Member  
Redesigned the Student Learning Outcomes as well as the Course Objectives for the Introduction to African American History Courses, **2008-2013.**

### **Courses Taught:**

- Introduction to African American History
- The African American Experience
- American History 1492-1865
- American history 1865-Present
- Black Americans in the 20<sup>th</sup> Century
- The Nature of History
- Selected Topics in United States History Since 1865 (**Scale Up Method**)
- Oral Historical Studies
- The History of Florida
- Contemporary Problems in United States History (**Graduate Course**)
- Selected Topics in United States History (**Graduate Course**)
- The History of Africa (**Graduate Course**)

Florida A&M University

August 2011-2017

**Assistant Professor of History**

## Publication and Presentations: Publication

### Books

- *Between Washington and Du Bois: The Racial Politics of James Edward Shepard* (Gainesville: University Press of Florida, 2017).
- *The Seedtime, The Work, and The Harvest: new Perspectives on the Black Freedom Struggles in America* (Gainesville: University Press of Florida, 2018), co-editor.

### Articles

- "Florida State Normal and Industrial School for Coloreds: Thomas DeSalle Tucker and His Radical Approach to Black Higher Education," in *The Seedtime, The Work, and The Harvest: new Perspectives on the Black Freedom Struggles in America* (Gainesville: University Press of Florida, 2018).
- "James Edward Shepard and The Politics of Black Education, 1933-1947," *Southern Studies: An Interdisciplinary Journal of the South*, 23 (Spring/Summer 2016), 1: 53-79.
- "Florida Agricultural and Mechanical College and the Gray Years: 1944-1949," *The Griot: The of African American Studies*, 34 (Fall 2015), 20-30.
- "Wings Over Jordan': The Legacy of William Jasper Hale Sr., Tennessee State Agriculture and Industrial University's First President," *The Griot: The of African American Studies*, 33 (Fall 2014), 2: 9-19.
- "How to infuse the SCALE-UP Method in your History Course" (article in progress).
- "Nathan B. Young: Florida A&M College's Second President and His Relationships with White Public Officials," in David H. Jackson, Jr., and E. Canter Brown, Jr., editors, *Go Sound the Trumpet! Selections in Florida African American History* (Tampa: The University Press of Tampa, 2005), 153-172.

### Book Reviews and Other Publications

- *Reparation and Reconciliation: The Rise and Fall of Integrated Higher Education*. By Christi M. Smith. (Chapel Hill: The University of North Carolina Press, c. 2016. Pp. x. 334. \$29.95, ISBN 978-1-4696-3069-4). Review in the *Journal of the Gilded Age and Progressive Era*.
- *Selected Writings and Speeches of James E. Shepard, 1896-1946: founder of North Carolina Central University*. Compiled and Edited with Commentaries by Lenwood G. Davis with the assistance of Janie Miller. (Madison, NJ: Fairleigh Dickinson University Press, c. 2013. Pp. x. 235. \$75.00, ISBN 978-1-61147-544-9). Review in the *Journal of Southern History*, Spring 2015.
- *Seeing Through Race: A Reinterpretation of Civil Rights Photography*. By Martin A. Berger. (Berkeley: University of California Press, 2011. Acknowledgements, bibliography, notes, index. Pp. xii, 264. \$27.50 paper). Review in the *Florida*

*Historical Quarterly*, Summer 2013.

- “Nathan B. Young,” *African American National Biography Online*, January, 2012.
- “Hollis Freeman Price,” *Tennessee Historical Quarterly Online*, Fall 2008.

## **Selected Presentations:**

### **January, 2019**

American History Association Annual Convention, Chicago, Illinois “How to Say Yes and When to Say No: Navigating Service Work.”

### **April, 2018**

Virginia Tech, Blacksburg, Virginia, “The Racial Politics of Black Higher Education.”

### **March, 2018**

Sam Houston University, Huntsville, Texas “Thomas DeSalle Tucker and His Racial Approach to Black Higher Education.”

### **February, 2018**

University of South Florida, Tampa, Florida, “Between Washington and Du Bois: The Racial Politics of James Edward Shepard.”

### **May, 2017**

Leon County Public Library, Tallahassee, Florida, “Florida State Normal and Industrial School for Coloreds: Thomas DeSalle Tucker and His Radical Approach to Black Higher Education.”

### **April, 2017**

Center for Leadership & Social Change at Florida State University, “commUNITY Dialogue Series: Preserving the History of FAMU Way.”

### **February, 2017**

Institute for Nonprofit Innovation and Excellence, Tallahassee, Florida, “Historical Talk on The Founding of Florida A&M University.”

### **February, 2017**

Southern Conference on African American Studies, Incorporated, “The Historical Redevelopment of FAMU Way.”

### **January, 2017**

American Historical Association, Denver, Colorado, “The Impact of Tuning in the Field of History.”

### **May, 2016**

Florida Historical Society Conference, Orlando, Florida, “The Historical Impact of Florida A&M University on FAMU Way.”

### **February, 2016**

Southern Conference on African American Studies, Incorporated, “The Impact of Teaching at an Historically Black College/University in the Twenty First Century.”

### **September, 2015**

Association for the Study of African American Life and History, “Florida State Normal and Industrial School for Coloreds: The Tucker Years.”

### **January, 2015**

American Historical Association Annual Conference held in New York City, New York, Tuning Workshop Coordinator.

**February, 2015**

Elizabeth Popular Spring P. B. Church Annual Black History Month Program, Tallahassee, Florida, Keynote Speaker, "A Charge To Keep I Have: #BlackLivesMatter"

**February, 2015**

North Side Elementary School Annual Black History Month Program, Cairo, Georgia, Keynote Speaker, "The Power of a Solid Education: To Thine Own Self Be True."

**June, 2015**

The Association of Public Land Grant Universities HBCU Summit on Student Success held in Atlanta, Georgia, "The Impact on Tuning on a HBCU Campus."

**April, 2014**

Organization of American Historians Annual Conference held in Atlanta, Georgia, "James Edward Shepard and The Politics of Black Education, 1933-1947."

**September, 2013**

Association for the Study of African American Life and History, "Three Black College Presidents During the Jim Crow Era."

**July, 2013**

*Florida Footprints Documentary Series*, Interview on WFSU Television on the History of FAMU, 1923 to 1944.

**June, 2013**

Zion Hill Primitive Baptist Church, Lakeland, Florida; Keynote Speaker for Graduation Program.

**May, 2013**

*Florida Footprints Documentary Series*, Interview on WFSU Television on the History of FAMU, 1887 to 1923.

**February, 2013**

Southern Conference on African American Studies, Incorporated, "Incorporating the Flipped Approach in History Courses"

**January, 2013**

Florida A & M University Martin Luther King, Jr., Convocation, Gave the Occasion

**May, 2012**

Florida Historical Society Conference, Tampa, Florida "FAMC and the Gray Years"

**February, 2012**

Florida A & M University Black History Month Convocation, Gave the Occasion

**May, 2011**

Florida Historical Society Conference, Jacksonville, Florida "Florida State Normal and Industrial School for Coloreds: The Tucker Years."

**February, 2011**

Main Street, Monticello, Florida "Finding Black America"

**February, 2011**

North Side Elementary School, Cairo, Georgia, Black History Month Speaker.

**February, 2011**

Southern Conference on African and African American Studies, Dallas, Texas "James Edward Shepard's Business Approach to Black Racial Uplift during the Jim Crow Era."

**November, 2010**

“The History of Florida Agricultural and Mechanical University,” video conference presentation for the University of Toledo’s College of Education.

**October, 2010**

Association for the Study of African American Life and History, Raleigh, North Carolina “The Emergence of a Black Leader During the Age of Jim Crow and Black Racial Uplift in North Carolina.”

**February, 2010**

Southern Conference On African American Studies, Incorporated, Jackson, Mississippi “Are You For Me or Against Me?: The Political Life of James E. Shepard.”

**February, 2009**

Southern Conference On African American Studies, Incorporated, Charlotte, North Carolina “Change the Man and the Environments Will Be Changed By the Man”: James E. Shepard and the Creation of the National Religious Training School and Chautauqua for the Negro Race.

**February, 2008**

Southern Conference On African American Studies, Incorporated, Atlanta, Georgia “An Emerging Leader and the Creation of A New School: The Florida State Normal and Industrial School For Coloreds.”

**October, 2007**

Association for the Study of African American Life and History, Atlanta, Georgia “Florida State Normal and Industrial School for Coloreds: Thomas DeSalle Tucker and His Radical Approach to Black Higher Education.”

**February, 2007**

Keynote Speaker at Humes Middle School Black History Month Program, Humes Middle School, Memphis, Tennessee

**October, 2006**

Black Student Association “N” Word Symposium, the University of Memphis, Memphis, Tennessee  
Panelist

**September, 2006**

Tennessee Conference of Historians, Nashville, Tennessee “Wings Over Jordan”: The Legacy of William Jasper Hale Sr., Tennessee State Agriculture and Industrial University’s First President

**April, 2004**

Imhotep Conference, Tallahassee, Florida “FAMCee and the Gray Years.”

**March, 2004**

Bellemy Conference, Fort Valley, Georgia “Florida A&M College’s Third President William H.A. Howard and the Pitfalls of African American Educational Leadership Intent Upon Serving Too Many Masters.”

**February, 2004**

L.B. Brown Conference, Bartow, Florida “Nathan B. Young: Florida A&M College’s Second President and His Relationship with White Public Officials.”

## Awards and Grants:

- 2016-2017 Florida A&M University Teacher of the Year
- November – 2015- 2016 --- Florida A&M University Leadership Academy
- August -2015 – Florida A&M University Innovative Teacher of the Year Nominee
- May-2014 – Florida A&M University Innovative Teacher of the Year Nominee
- July-2013 – NEH Summer Institute at Harvard University’s Du Bois Institute on African-American Struggles for Freedom and Civil Rights (Harvard University)
- March-2011 – John Hope Franklin Research Grant (Duke University)

## Dissertation and Thesis Committees

- Jeffery Sims, “J.R.E. Lee: a Black Educator in the Jim Crow Era” (Master’s Thesis, Florida A&M University, 2012). **Committee Member.**
- Margenia A. Christian, “John H. Johnson: A Historical Study Of The Re-Education Of The ‘Negro’ In Adult Education Through The Selfethnic Liberatory Nature Of Magazines “(Doctorial Dissertation: Northern-Louis University, 2013). **Committee Member.**

## Boards


- American Historical Association Tuning Project **(one of 60 Members)**
- American Historical Association Committee on Minority Historians **(2015-2018)**
- Leadership Tallahassee Board of Governors **(2014-Present)**
- Legal Aid Foundation **(2015-2018)**
- Friends of the Leon County Public Library **(2016-2017)**
- John G. Riley House Museum Chair **(2015)**
- Steele-Collins All Male Academy **(2010)**

## Organization

- Alpha Phi Alpha Fraternity, Incorporated
- Leadership Florida Connect Class XI
- Leadership Tallahassee (Class 31)
- The Economic Club of Florida
- The Leadership Academy of North Florida
- Graduate Association for African American History (University of Memphis), Founding President 2005
- Phi Alpha Theta National History Honor Society
- Golden Key National Honor Society

- Omicron Delta Kappa National Leadership Honor Society
- Distinguished Young Gentlemen of America (Module Coordinator, 2012)
- Association for the Study of African American Life and History
- Organization of American Historians
- Southern Historical Association
- Southern Conference on African American Studies
- Florida A&M University Alumni Association
- University of Memphis Alumni Association
- Bethel M.B. Church, Tallahassee, Florida

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT LEON COUNTY EDUCATIONAL FACILITIES AUTHORITY

<p style="text-align: center;"><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b></p> <p style="text-align: center;"><b>Applications will be discarded if no appointment is made after two years.</b></p>	
<p><b>Name:</b> Sameer Kapileshwari <span style="float: right;"><b>Date:</b> 4/11/2018 2:56:24PM</span></p>	
<p><b>Home Phone:</b> (713) 742-3069    <b>Work Phone:</b> (850) 599X8033    <b>Email:</b> sakapileshwari@gmail.com</p>	
<p><b>Occupation:</b> SENIOR ADMINISTRATOR    <b>Employer:</b> FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY</p>	
<p><b>Preferred mailing location:</b> Home Address <b>Work Address:</b> 2400 WAHNISH WAY, SUITE 100C</p>	
<p><b>City/State/Zip:</b> TALLAHASSEE, FL 32307</p>	
<p><b>Home Address:</b> 576 RHODEN COVE ROAD</p>	
<p><b>City/State/Zip:</b> TALLAHASSEE, FL 32312</p>	
<p><b>Do you live in Leon County?</b> Yes    <b>If yes, do you live within the City limits?</b> No</p>	
<p><b>Do you own property in Leon County?</b> Yes    <b>If yes, is it located within the City limits?</b> Yes</p>	
<p><b>For how many years have you lived in and/or owned property in Leon County?</b> 3 years</p>	
<p><b>Are you currently serving on a County Advisory Committee?</b> No <b>If yes, on what Committee(s) are you a member?</b></p>	
<p><b>Have you served on any previous Leon County committees?</b> No <b>If yes, on what Committee(s) are you a member?</b></p>	
<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><b>Race:</b> Asian    <b>Sex:</b> Male    <b>Age:</b> 45.00 <b>Disabled?</b> No    <b>District:</b></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>	



PREVIOUS EXPERIENCE ON OTHER COMMITTEES:

1. BOARD OF DIRECTORS FOR THE SCHOOLS OF ARTS AND SCIENCES, TALLAHASSEE, FLORIDA (JULY 2015 – PRESENT)
2. REPRESENTED FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BY SERVING ON TALLAHASSEE INTERNATIONAL AIRPORT TECHNICAL ADVISORY COMMITTEE FOR CITY OF TALLAHASSEE AND LEON COUNTY
3. COMMISSIONER ON BUILDING STANDARDS COMMISSION FOR CITY OF SUGAR LAND, SUGAR LAND, TEXAS (2009-2015)

EDUCATIONAL BACKGROUND:

1. MASTER OF SCIENCE IN MECHANICAL ENGINEERING, THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TX (1997)
2. BACHELOR OF ENGINEERING IN MECHANICAL ENGINEERING, UNIVERSITY OF PUNE, PUNE, INDIA (1994)

SKILLS AND EXPERIENCE YOU COULD CONTRIBUTE TO A COMMITTEE:

EXPERIENCED LEADER WITH TECHNICAL AND BUSINESS TRAINING AND HAVING WORKED IN BOTH PRIVATE AND PUBLIC SECTORS (SEE RESUME FOR DETAILS).

PROFESSIONAL LICENSES AND/OR DESIGNATIONS:

1. LICENSED PROFESSIONAL ENGINEER P.E. IN STATE OF TEXAS (2002-PRESENT)
2. U.S. GREEN BUILDING COUNCIL LEED ACCREDITED PROFESSIONAL (SINCE 2005)
3. CERTIFIED FACILITIES MANAGEMENT PROFESSIONAL (FMP) - INTERNATIONAL FACILITIES MANAGEMENT ASSOCIATION (IFMA) (SINCE 2013)
4. CERTIFIED SUSTAINABILITY FACILITY PROFESSIONAL (SFP) - INTERNATIONAL FACILITIES MANAGEMENT ASSOCIATION (IFMA) (SINCE 2013)
5. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY CERTIFICATION (2014)
6. U. S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CERTIFIED LIGHTING SURVEYOR ALLY (1997)
7. COMPLETED COURSES IN FEMA'S NATIONAL INCIDENT MANAGEMENT SYSTEMS (NIMS)

REASONS FOR YOUR CHOICE OF THE COMMITTEE:

WITH MY TRAINING AND LEADERSHIP EXPERIENCE IN ALL ASPECTS OF ENGINEERING, FACILITIES MANAGEMENT, AND CONSTRUCTION, I BELIEVE I CAN POSITIVELY CONTRIBUTE DIRECTLY TO BOTH THESE COMMITTEES.

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

Name: MELISSA HOPKINS Telephone: 618-980-0248  
Address: 4 SIGNAL HILL BLVD., BELLEVILLE, IL 62223

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: Sameer Kapileshwari

This application was electronically sent: 4/11/2018 2:56:24PM

**Sameer Kapileshwari, P.E. LEED AP FMP SFP**

576 Rhoden Cove Rd., Tallahassee, FL 32312

Phone: (713) 742-3069

E-mail: [sakapileshwari@gmail.com](mailto:sakapileshwari@gmail.com)

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### **Summary of Qualifications**

A dynamic leader who pursues broad visions and responsible stewardship with the attention to detail needed to fulfill them. Values and develops teams through staff engagement and creates loyalty, developing a better team to respond and collaborate with stakeholders to create a responsible, efficient, and more sustainable University. Keeping institutional budgets and priorities in focus, makes independent and responsible financial decisions while providing financial acumen to develop and execute design, construction, and operational budgets. Experienced in all areas of facilities, considering multiple processes and implications to improve planning, construction, and operations.

### **Professional Experience**

#### **Florida A&M University**

**Associate Vice President Facilities, Planning, Construction, and Safety** February 2015 - Present

Serving on University's leadership team as a Chief Facilities Officer to provide strategic leadership for implementation of policies and procedures supporting the university's academic and research mission and programs, through the service functions of Facilities Planning and Construction, Plant Operations and Maintenance, Venue Management, Environmental Health and Safety, and Business Affairs. Responsible for all capital and renovation project management, planning, utilities, facilities operations, maintenance, and safety of 450 acres of Tallahassee campus and all associated University component campuses and remote sites including 3800 acres in Brooksville, FAMU/FSU campus and Innovation Park, Orlando, Crestview, and leased sites in Tampa, Jacksonville, and Miami.

Demonstrated achievements included:

- Developed annually five year rolling Capital Improvement Plan (CIP) and updated university master plan based on collaboration with campus partners from academic, research, student affairs, alumni, student government, and operations team along with external stakeholders/host community partners
- Co-chaired University's strategic priority action plan sub-committee for Priority #2 - Excellent and Renowned Faculty, which included developing strategies and matrices for state-of-art facilities to support academic enterprise and research effectiveness. Also developed actions plans and matrices for University Strategic Plan Priority #1 – Exceptional Student Experience, Priority #4 – Transformative Alumni, Community, and Business Engagement, and Priority#6 – Outstanding Customer Service
- Successfully served as a lead writer for four standards receiving no findings during the University reaffirmation through Southern Association for Colleges and Schools Commission on Colleges (SACSCOC)
- Completed facility conditions audits and used the data to develop 5-10 year capital plans for addressing the deferred maintenance, infrastructure challenges, and programmatic needs
- Programmed and developed comprehensive plan for housing facilities, living-learning communities, and dining, a \$140M program with focus on new construction, deferred maintenance, decommissioning/demolition of facilities, and restructuring of existing debts, through U.S. Department of Education's capital financing program
- Developed plans for university's Public-Private-Partnership (P3) for housing, mixed use, retail town center, parking, and athletic programs in compliance with the State of Florida guidelines

- Successfully implemented performance contracting programs to address infrastructure and deferred maintenance needs, while addressing sustainability, energy conservation, and resilience needs – saving the University over \$1.5M yearly and enhancing indoor environment
- Established University safety committee and safety recognition programs to create safety culture, provide accident investigations, and identify and address eminent safety concerns
- Reduced total injuries by 32% within last three fiscal years. Decreased fire code violations by 44% during the same period. Enhanced accessibility and ADA compliance by mitigating over 1400 sidewalk trip hazards. These hazards were addressed using an innovative repairs and cutting approach in lieu of conventional methods, thereby saving over \$600K (80% cost avoidance)
- Recognized by Florida Department of Risk Management services for Safety and Loss Prevention program
- Oversaw project activities for all capital and minor construction and development projects including new Housing Development, Center for Access and Student Success building, new College of Pharmacy building, College of Engineering renovation, Allied health simulation lab, classroom technologies, etc.
- Established Facilities Use Committee for events management, Campus Facilities space planning, master planning steering committees for campus stakeholder engagement, fiscal oversight, transparency, and shared governance
- Demonstrated strong knowledge and understanding of property acquisitions, disposal, space planning, re-adaptation, flex space to meet current and future needs of the institution
- Developed several operational programs (i.e. building inspections, planned maintenance events, trainings, vehicle pooling) to incorporate technology and enhance effectiveness, and efficiencies
- Collaborated to win the Home Depot grant to build hands on outdoor learning eco-classroom and lab. Applied for Historic Preservation Grants through National Parks Services and Florida Bureau of Historic Preservation
- Serving as an ex-officio member and regular participant in the Faculty Senate, Strategic Planning team, Sustainability Advisory council, and Enterprise Compliance and Audit committee, and Diversity and Inclusion team
- Developed internship programs to enhance student-learning opportunities and outcomes through hands on practical experience in business, operations, and construction. Regular speaker and presenter in Business and Facilities Management academic programs
- Regular participant in lobbying federal and state legislators on behalf of University needs
- Developed strategic partnerships with City, County, host agencies, and community to enhance planning efforts, share information, and leverage resources during planning, implementation, and emergencies
- Coordinated University emergency preparation and response during and following recent Hurricane Michael, Irma, and Hermine while leveraging resources and collaborating with State and local emergency management centers, first responders, and national guards
- Established relations for ongoing collaboration with Florida Board of Governors, State of Florida Division of Bond Finance, and the State University System partners

### **University of Houston**

**Interim Executive Director** June 2013–October 2014/**Sr. Director Facilities Management** Jan 2007 – April 2015

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Strategic and operational leadership of the university's physical environment including master planning, project management, custodial, maintenance, grounds, technical trades, skilled trades, utilities, central plant operations, energy management, sustainability, labor and central services.

Responsible for project management and facilities operations for 600-acre main campus in Houston that includes over 125 buildings, 12M GSF, and 450 employees, during UH's transition to Tier One status.

Responsible for oversight of the component campuses including Texas Medical Center, Downtown, Clearlake, Sugar Land, Cinco Ranch, and Victoria.

Demonstrated achievements included:

- Led utility master planning efforts and facility condition audits, results of which were used in development of 5-year rolling Capital plans
- Developed 1<sup>st</sup> consolidated deferred maintenance plan for the university
- Advanced and implemented a 7-step integrated project delivery program for minor and planned projects
- Directed \$45M central plant expansion since conception, including acquiring \$150K grant for first installation of solar panels on campus
- Through smooth and continual communications, restructured and centralized five distinct facilities groups within a period of 12 months, into one high performing cohesive team with common goals and objectives while valuing team diversity
- Selectively contracted custodial services for auxiliary areas without layoffs, creating reassignments and career advancement opportunities for 55 FTEs
- Increased campus stakeholder engagements by creating successful collaboration programs to address emergency, compliance, service, and sustainability initiatives
- Founding member of the Sustainability task force, initiated and established UH's energy and sustainability long-term plans and benchmarks using the triple bottom line focus on social, environmental, and economy
- Retro commissioned over 3M GSF and reduced energy utilization index over 25% (2005 base year to 2014). Also commissioned all new lab, classroom, and residence life buildings. Recovered \$1.35M in gas overcharges
- Leader when UH named to Profascinate's Most Beautiful Campus list and earned the Keep Houston Beautiful Mayor's Proud Partner Award

### **University of Houston System, Facilities Planning and Construction**

#### **Sr. Project Manager & UH System Engineer**

Apr 2002 – Jan 2007

Provided management of new and renovation projects including planning, programming, scheduling, budget development, procurement of design and construction service, construction management, commissioning, activation, training, and transition. Design, technical submittal, and construction review of all capital projects over \$2M to excess of \$100M.

Demonstrated achievements included:

- Provided the only in-house engineering support for 6 campuses
- Developed and maintained technical, utility, energy, and sustainability sections of campus design guidelines and master specifications
- Tear down silos and build bridges to collaborate with all areas within the University to accomplish strategic initiatives of the institution
- Started in house retro commissioning program and enrolled University in local utility sponsored energy and demand management programs thereby saving the university over \$3M in annual

utility expenses/cost avoidance

- Secured over \$900,000 in grants for energy conservation and sustainability programs
- Coordinated utility components of the master plan for UH Main campus and developed long term strategies for infrastructure needs while keeping the host community engaged

**ACR Engineering Inc., Engineer**

June 1997 – Apr 2002

Designed and consulted for building MEP and HVAC systems including estimating project cost, preparing construction documents, assisting in bid evaluations, construction administration, commissioning, and training supervision.

Demonstrated achievements included:

- Designed and analyzed building and campus MEP and HVAC systems for school districts, community colleges, city, county, and state facilities
- Conducted energy/lighting audits and analyses for evaluation of energy conservation measures and potential for renewable energy use for federal facilities using Federal Energy Management Plan guidelines and Building Life Cycle Costing methods

**J.J.P.R.C., The University of Texas at Austin**

**Graduate Researcher**

Sept.1995 - Aug. 1997

Served as a research assistant in Center for Energy Studies – Building Energy systems division.

Demonstrated achievements included:

- Developed a statistical model to represent energy use characteristics in State of Texas Office buildings. This involved gathering and analyzing building energy use data on daily, monthly, and annual levels
- Developed and maintained State Agency Natural Resource End-Use Database (SANRED). This involved gathering monthly electric, gas, water and other fuel use and cost data for all State of Texas Owned facilities
- Developed a revised version of Texas Renewable Energy Evaluation Software (TREES)

**Kirloskar Pneumatic Company Ltd., Pune, India, R&D Engineer**

June 1994 - July 1995

Provided engineering design of mobile and stationary refrigeration and air conditioning systems.

Designed mobile refrigeration units for transportation vehicles. Provided equipment selection for all components involved in refrigeration and air-conditioning systems.

**Education**

Master of Science in Mechanical Engineering, **The University of Texas at Austin, Austin, TX** 1997

Bachelor of Engineering in Mechanical Engineering, **University of Pune, Pune, India** 1994

**Licenses and Training**

Licensed Professional Engineer P.E. in State of Texas

U.S. Green Building Council LEED Accredited Professional

Certified Facilities Management Professional (FMP) - International Facilities Management Association (IFMA)

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Certified Sustainability Facility Professional (SFP) - International Facilities Management Association (IFMA)

Occupational Safety and Health Administration (OSHA) Safety certification

U. S. Environmental Protection Agency (EPA) certified lighting surveyor ally

Completed courses in FEMA's National Incident Management Systems (NIMS)

Completed courses in Business Law for Managers, Business Writing, Project Management, Accounting, Business Management Institute, and Executive Leadership

### Presentations

- "Integrated Facilities Management", FEFPA, Boca Raton – July 2018
- "Grassroots approach to sustainability", Sustainable You, Tallahassee, FL – March 2016
- "Leadership – The facilities of tomorrow", IFMA World Workplace, Denver CO – October 2015
- "Project Delivery – A seven step process", IFMA World Workplace, Denver CO – October 2015
- "Sustainability – A collaborative transformation", Gulf Coast Green, Houston, TX – June 2014
- "Leadership – Innovation and collaboration in higher education facilities management", IFMA Facility Fusion conference, Washington DC -- April 2014
- "Sustainability makes financial sense", IFMA - FMCC (Facility Management Consultants Council) Webinar – February 2014
- "Sustainability makes financial sense", FMA Progressive Manufacturing and Sustainability Summit, San Antonio, TX – December 2013
- "Greening higher education facilities", Society for College and University Planners (SCUP) conference, Houston, TX – April 2010
- "Big Dreams Tight budgets", Gulf Coast Green conference, Houston, TX – April 2010,
- "Energy efficiency solutions for existing buildings", Clean air through energy efficiency (CATEE) conference, Houston, TX-- October 2009

### Other

- Board of Directors for the Schools of Arts and Sciences, Tallahassee, Florida (2015 – 2018)
- Serving on Tallahassee International Airport technical advisory committee (2016 – Present)
- Serving on Tallahassee and Leon County Community Resilience
- Serving on Atlantic Coast Facilities Council for Sightlines
- Commissioner on Building Standards Commission for City of Sugar Land, Texas (2009-2015)
- Conducted an external review and administrative report in 2017 for Facilities Management division at the University of Missouri, St. Louis campus (UMSL)
- Consulted and developed a project delivery program for Washington University School of Medicine in St. Louis, MO
- University of Houston President's award recipient (2006) for energy conservation work



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS** Attachment #6  
**CITIZEN COMMITTEE APPLICATION** Page 1 of 2  
**TALLAHASSEE SPORTS COUNCIL**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyfl.gov.  
 Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. James Card		<b>Date:</b> 4/2/2019 11:07:28 AM	
<b>Home Address:</b>	1228 Crestview Avenue Tallahassee, FL 32303	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 321-8896	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	jccard14@hotmail.com	<b>How many years have you lived in Leon County?</b>	-5

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Larry J. Overton and Associates	<b>Work Address:</b>	101 East College Avenue Suite 302 Tallahassee, FL 32303
<b>Occupation:</b>	Government Relations		
<b>Work/Other Phone:</b>			

**(OPTIONAL)**

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.

<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	40
<b>District:</b>	District I	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Joel Overton	<b>Name:</b>	Melissa Akeson
<b>Address:</b>	3262 Foley Drive Tallahassee, FL 32309	<b>Address:</b>	1228 Crestview Avenue Tallahassee, FL 32303
<b>Phone:</b>	(850) 509-4094	<b>Phone:</b>	(850) 294-7747

**Resume Uploaded?** No

If no resume is available, 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. Please attach your resume, if one is available.

I first came to Tallahassee in 2000 to attend FSU, from which I graduated in 2002. I began working at the Florida Capitol while still in college and upon graduating, I moved to Miami where I took a job with the Legislature. After a few years, I moved to the private sector and began a career in government realtions. Even though my permanent residence was in Miami, I spent roughly half my year in Tallahassee working. In 2013, I moved permanenty to Tallahassee and started participating with the Tallahassee Mountain Bike Association(TMBA). I am passionate about mountain biking and have travelled the world to ride trails. I am not strange, many people do this. I always wind up back in Tallahassee though, and our trails here are AMAZING! Currently I am the President of TMBA and have worked very hard promoting our trails. We have made tremendous gains in that regard but there is much work left to do. Trails bring people to our city, I want to make it an even better experience for those that do. Tallahassee is already a premier riding destination, but it should be THE premier riding destination in the Southeast. We can get there! That is why I would like to be considered for the Tallahassee Sports Council. I am already working with our local county, city, state and Visit Tallahassee staff on all things related to mountain biking and trails, this is a natural next step for me.

I love Tallahassee, I already think it is the best place to live, but there is always room for improvement. Trails lift property values, attract employers and promote health and wellness. I want to be a part of something special, hopefully you will let me!

**(COMMITTEE QUESTIONNAIRE)**



Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? **No**

Have you served on any previous Leon County committees? **No**

Are you willing to complete a financial disclosure if applicable? **Yes**

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**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? **No**

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**

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? **No**

Members on this committee must be a resident of Leon County.

The six at-large members shall have demonstrated experience and interest in aspects of sports within Leon County.

Please provide an explanation of your interest and experience in aspects of sports within Leon County: *As I explained earlier in the application, Tallahassee is already a premier mountain bike destination. But more can be done to enhance our position in the Southeast. We should be THE premier riding destination in the Southeast, especially in the winter months. It will take some work though, bringing all stakeholders to the table and having a unified vision. I want to be a part of something like that.*


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

Signature: *Mr. James Card*

The application was electronically sent: 4/2/2019 11:07:28 AM

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## TALLAHASSEE SPORTS COUNCIL

<p><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Barbara Jackson		Date: 5/28/2018 11:21:39PM
Home Phone: (850) 766-5592	Work Phone: (850)627-7557X	Email: jusjae11@yahoo.com
Occupation: PHYSICAL EDUCATIONTEACHER	Employer: GADSDEN DISTRICT SCHOOLS	
Preferred mailing location: Home Address		
Work Address: 35 ML KING JR. BLVD.		
City/State/Zip: QUINCY,FL 32351		
Home Address: 2754 CORRIE ADRIAN LANE		
City/State/Zip: TALLAHASSEE,FL 32303		
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?		11 years
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
<p><b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: African American      Sex: Female      Age: 57.00                  Disabled? Yes      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: MICHAEL Telephone: 803-707-9276  
Address: 38 REDDING LANE, QUINCY, FL 32351

Name: STACY Telephone: 850-443-6410  
Address: 3700 CAPITAL CIRCLE SE APT. 1203

**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: Barbara Jackson

This application was electronically sent: 5/28/2018 11:21:39PM

# BARBARA JACKSON

2754 Corrie Adrian Lane, Tallahassee, Florida 32303 850-766-5592  
Jusjae11@yahoo.com

To replace this text with your own, just click it and start typing. Briefly state your career objective, or summarize what makes you stand out. Use language from the job description as keywords.

## EXPERIENCE

**MARCH 1999 –PRESENT**

### **GADSDEN DISTRICT SCHOOL**

Plan, Organize, and Conduct physical education classes for elementary and middle school students. Girls basketball and track coach.

**AUGUST 1997 – MARCH 1999**

### **BAY DISTRICT SCHOOLS**

Plan, organize and conduct physical education classes for middle school students.

## EDUCATION

**JANUARY 2019**

PhD, KEISER UNIVERSITY

Doctoral degree in Educational Leadership.

**AUGUST 1993**

Masters, Florida A & M University

Master's in physical education.

## SKILLS

- Firm but fair.
- Caring.
- Flexible.
- Team Player.
- Driven for success.

## ACTIVITIES

My passion is the success of students. I love kids, and being able to motivate them to strive to be the best that they can be. I enjoy competitive physical activities with children. I currently coach girls basketball, and boys and girls track.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS** Attachment #8  
**CITIZEN COMMITTEE APPLICATION** Page 1 of 4  
**TALLAHASSEE SPORTS COUNCIL**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyfl.gov.  
 Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Austin Moser		<b>Date:</b> 3/27/2019 10:06:18 AM	
<b>Home Address:</b>	4067 Old Plantation Loop Tallahassee, FL 32311	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 758-9271	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	austinmoser7@gmail.com	<b>How many years have you lived in Leon County?</b>	5

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida Dental Association	<b>Work Address:</b>	545 John Knox Road Ste. 200 TALLAHASSEE, FL 32311
<b>Occupation:</b>	Event Manager/Fundraiser		
<b>Work/Other Phone:</b>	(850) 350-7161		

**(OPTIONAL)**

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.

<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	29
<b>District:</b>	District V	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	R. Jai Gillum	<b>Name:</b>	Daniel Arnette
<b>Address:</b>	545 John Knox Road, Ste 200 Tallahassee, FL	<b>Address:</b>	
<b>Phone:</b>	(850) 350-7117	<b>Phone:</b>	(850) 826-0169

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

**IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP**

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? **No**

Have you served on any previous Leon County committees? *No*

Are you willing to complete a financial disclosure if applicable? *Yes*

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*

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? *No*

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? *No*

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*

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? *No*

Members on this committee must be a resident of Leon County.

The six at-large members shall have demonstrated experience and interest in aspects of sports within Leon County.

Please provide an explanation of your interest and experience in aspects of sports within Leon County: *While still a relatively new resident of Leon County, my experience with Leon County sports continues to grow by the day. My appreciation for sporting events started in college where I studied Hospitality, Sport, and Tourism Management, where I received both a Bachelor and Masters Degree in the field. During my college career, I interned with the Naval Academy Athletic Department and served as a graduate assistant with the Troy University Athletic Department. I have also had the opportunity to work with the Orlando Sports Foundation for what would become the Cure Bowl in Orlando, FL. I am aware of the economic impact that sports serve in our community. I am driven about raising the profile of Tallahassee as a leader in the sports tourism industry as outlined in the 2017-2018 Sports Sales plan. It is my personal belief that sporting events help bring a community together through healthy competition and camaraderie. Whether it be one of our numerous collegiate sporting events throughout*

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

Signature: *Mr. Austin Moser*

The application was electronically sent: 3/27/2019 10:06:18 AM

# AUSTIN K. MOSER

4067 OLD PLANTATION LOOP  
TALLAHASSEE, FL 32311

850-758-9241

AUSTINMOSER7@GMAIL.COM

## PROFESSIONAL EXPERIENCE

**COORDINATOR OF FOUNDATION AFFAIRS**      **FLORIDA DENTAL ASSOCIATION**      **JUNE 2017—PRESENT**

- Assists the Director of Foundation Affairs in the coordination and implementation of all activities relating to the \$3 million *Florida Dental Association Foundation, Inc.*
- Create innovative fundraising and engagement campaigns soliciting Association members to donate to the Foundation and join the *Emerald Club*, the FDA Foundation's premier giving program.
- Plan and lead the Florida Dental Association Foundation's signature program, *Florida Mission of Mercy*, a two-day event that provides free dental care to over 2,000 people.
  - Coordinate with ten operational committees and numerous vendors on all aspects of the event including: fundraising, event management, volunteer management, and communications.
  - Annually solicit key constituents, sponsors, and granting organizations for contributions totaling \$350,000 to financially support the event.
- Supports the *Project: Dentist Care* program by allocating \$50,000 in grants to multiple dental clinics throughout Florida, recruiting new organizations for the program, and drafting a resource guide for the general public.
- Aid in the management of the FDA Foundation Disaster Fund grant program, which in FY17-18 and FY18-19 administered 120 disaster grants with a total expenditure of \$210,500—while receiving over \$128,100 in aid from other state associations and private contributions.
- Led the procurement, transition, conversion, and implementation of a new CRM platform to better track, cultivate, and engage with Association constituents.

**ASSISTANT DIRECTOR, GARNET AND GOLD SCHOLAR SOCIETY**      **FLORIDA STATE UNIVERSITY**      **AUGUST 2016—JUNE 2017**

- Coordinated the Garnet and Gold Scholar Society (GGSS) program to facilitate involvement and recognize engaged undergraduate FSU students involved five program areas.
- Advised more than 900 students on the process for enrolling in GGSS, fulfilling program area criteria, and final steps for receiving the distinction.
- Recruited and trained more than 225 faculty and staff members in various campus departments to serve as a program mentor.
- Promoted program to students, faculty, staff, and various departments through campus events and presentations.
- Coordinated and implemented induction ceremony each semester for 300-700+ attendees.
- Supervised one graduate assistant and one graduate intern, providing opportunities for new projects and professional development.
- Created and presented workshops on various Career Center services to students, faculty, and staff across campus as well as community groups.

**ASSISTANT DIRECTOR, STUDENT AND YOUNG  
ALUMNI PROGRAMS**

NOVEMBER 2014—AUGUST 2016

- Planned, directed, and supervised five events per semester with a goal of increasing membership and engagement with the over 2,000 general members of the Student Alumni Association.
- Served as the advisor to the Student Alumni Association (SAA) Executive Board and a Leadership Council who function as the University President's student ambassadors.
- Responsible for all logistics, planning, promotion, and execution of two of the longest standing Homecoming traditions at Florida State University; the Homecoming Parade and the Chief and Princess program.
- Served on several standing committees for University wide events and programs that focused on student engagement that consisted of a total of 35,000 attendees and over 200 volunteers.
- Cultivated relationships with more than 9,000 incoming students and family members by welcoming them to Florida State University during summer Orientation sessions.
- Created and developed a mentorship program with student leaders and the Alumni Association National Board of Directors with a focus on networking.
- Established young alumni programming including social activities, pre-graduation events, while developing a new Young Alumni Leadership Council program.
- Developed, managed, and evaluated three budgets totaling over \$200,000.

**ATHLETIC ADMINISTRATION ASSISTANT**

**TROY UNIVERSITY ATHLETICS  
DEPARTMENT**

JUNE 2012—AUGUST 2014

- Oversaw and managed the development and implementation of a newly created student rewards program—served as liaison between Student Government Association and Troy Athletics Department.
- Assisted with creating and developing new promotional events for Troy football and basketball programs, including community outreach programs and events.
- Served as the point-of-contact for military personnel for annual "Salute to Military" football game—disturbing over 5,000 tickets and generating \$40,000 in revenue.
- Designed and edited 2014 football season ticket brochure and other marketing material using Adobe CS.
- Assisted Senior Associate Director of Athletics/SWA with daily tasks including non-athletic/athletic scholarships, off-campus housing, eligibility and compliance issues, and Special Assistance requests.

**EDUCATION**

MASTER OF SCIENCE

TROY UNIVERSITY

Hospitality, Sport, and Tourism Management | Sport Administration Emphasis

BACHELOR OF SCIENCE

TROY UNIVERSITY

Sport and Fitness Management | Cum Laude


**AFFILIATIONS**

- Hang Tough Foundation, Fund Development Committee AUGUST 2018—PRESENT
- City of Tallahassee—Parks and Recreation Advisory Board, Member JULY 2018—PRESENT
- Florida Society of Association Executives MARCH 2018—PRESENT
  - Committees: Marketing Committee and Young Professionals Task Force
- Association of Fundraising Professionals, Member MARCH 2018—PRESENT
- Capital Young Republicans Executive Board, Secretary JANUARY 2018—DECEMBER 2018
- Orlando Sports Foundation/AutoNation Cure Bowl, Research Consultant NOVEMBER 2012—MARCH 2014



# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## TALLAHASSEE SPORTS COUNCIL

<p><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Debra Preble		Date: 9/13/2018 11:15:48AM
Home Phone: (850) 443-0067	Work Phone: (850)553-3503X	Email: debpreble@gmail.com
Occupation: CIVIL ENGINEER	Employer: KIMLEY-HORN	
Preferred mailing location: Home Address		
Work Address: 2615 CENTENNIAL BLVD SUITE 102		
City/State/Zip: TALLAHASSEE, FL 32308		
Home Address: 6631 PISGAH CHURCH ROAD		
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?		28 years
Are you currently serving on a County Advisory Committee?		No
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees?		No
If yes, on what Committee(s) are you a member?		
<p><b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p>		
Race: Caucasian	Sex: Female	Age: 60.00
Disabled? No	District: District 4	
<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: WENDY GRAHAM Telephone: 3522226912  
Address: 4427 SW 84 WAY, GAINESVILLE FL

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) Yes

If yes, please explain. A potential voting conflict may arise if a project that I was working on as a consultant on behalf of a developer or the city came to the committee for consideration.

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? Yes

(If yes, prior to or at the time of submission of any bid for county business, a disclosure form must be filed. )

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: debra preble

This application was electronically sent: 9/13/2018 11:15:48AM

**FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST**

LAST NAME - FIRST NAME - MIDDLE INITIAL <u>Preble Debra J</u>		OFFICE / POSITION HELD <u>Member</u>
MAILING ADDRESS <u>6631 Pisgah Church Road</u>		AGENCY OR ADVISORY BOARD <u>Planning Commission</u>
CITY <u>Tallahassee</u>	ZIP <u>32309</u>	COUNTY <u>Leon</u>
ADDRESS OF AGENCY <u>-</u>		

**HOW TO COMPLETE AND FILE THIS FORM:**

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

**PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER**

**WHO MUST COMPLETE THIS PART:**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; and (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

**PLEASE COMPLETE THE FOLLOWING:**

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - The reporting person;
  - The spouse of the reporting person, whose name is \_\_\_\_\_; or
  - A child of the reporting person, whose name is \_\_\_\_\_.
2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
  - Supplying the following realty, goods, and/or services: Engineering and Planning Service.
  - Regulation of the business entity by the governmental agency served by the advisory board member.
3. The following business entity is doing business with or regulated by the governmental agency:
 

Kimley-Horn
4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
  - Officer;  Partner;  Associate;  Sole proprietor;  Stockholder;  Director;  Owner of in excess of 5% of the assets of capital stock in such business entity;  Employee;  Contractual relationship with the business entity;
  - Other, please describe:

**PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY**

**WHO MUST COMPLETE THIS PART:**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

**PLEASE COMPLETE THE FOLLOWING:**

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

- The reporting person;
- The spouse of the reporting person, whose name is \_\_\_\_\_; or
- A child of the reporting person, whose name is \_\_\_\_\_.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

\_\_\_\_\_

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

\_\_\_\_\_  
(NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:

- Officer;  Partner;  Associate;  Sole proprietor;  Stockholder;  Director;  Owner of in excess of 5% of the assets or capital stock in such business entity;  Employee;  Contractual relationship with the business entity;
- Other, please describe:

**SIGNATURE**

SIGNATURE	DATE SIGNED	DATE FILED
<i>Debra P. Pugh</i>	<i>11/5/2018</i>	<i>11/5/2018</i>

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



## Debra Preble PE

### Senior Project Manager

Debby Preble has over 35 years of experience in civil and environmental engineering. For 10 years, she worked at the FDEP as an Environmental Administrator and as a Bureau Chief. She has extensive experience in dealing with grant funded projects, including those projects funded by Northwest Florida Water Management District (NFWFMD). Debby has served as Project Manager for numerous projects involving resource restoration, land development, recreational facilities, water and wastewater planning, design, permitting, and site work. Her experience also includes 3 years at the Bureau of Design and Construction as the Design Section Manager, where she oversaw the campground projects at Henderson Beach, Stephen Foster, and Navarre Beach.

#### EXPERIENCE HIGHLIGHTS:

35 years of experience

Previously served as a FDEP Environmental Administrator and as a Bureau Chief

Attended the Accessible Trails workshop put on by Greenways and Trail, where she became familiar with USDA and USFS guidelines for trail design

#### EDUCATION:

Bachelor of Science,  
Environmental Engineering  
University of Florida

National Executive Development  
School for Park Professionals, 2001

Accessible Trails Workshop (UTAP),  
2010

Developers Forum on Trails and  
Greenways, 2008

#### REGISTRATIONS/

#### CERTIFICATIONS:

Professional Engineer: FL (36152);

## RELEVANT EXPERIENCE

**Devil's Hole and Cotton Landing and Washington Counties, FL** This project included the development and restoration of Devils Hole for that required the restoration of the existing banks of the creeks and the design of entrance points to the creek and spring. The concept plans were developed, designing, while the final construction plans are in the works. Project Role: Contract Manager, Project Cost: \$200K.

**Little River Springs, Suwannee County, Florida** Little River Springs Park includes a 150 foot spring run with a 1200 foot long cave system. The park includes paved parking, two overlooks and walking trails. Along the western side of the spring run rock and filter fabric is used to stabilize the shore line. The Board of County Commissioners has identified a need to make certain improvements to the area. These improvements will include stabilizing approximately 100 feet of the shoreline along the western side of the spring run to prevent sediment from entering the Suwannee River. Also along the northeast side of the Spring, east of a concrete sidewalk, vegetative stabilization shall be placed to prevent sediment from washing over the sidewalk into the spring. **Project Role: Project Manager, Project Cost: \$200K.**

**Wacissa Springs Restoration Jefferson County, FL** The project includes removing vegetation, silt and debris, and protecting the spring bank by defining access points, and stabilizing the shoreline in the vicinity of the spring head and run. **Project Role: Project Manager, Project Cost: \$125K.**

**Charles Springs, Suwannee County, FL** This project was to restore and protect Charles Spring. This project includes removal of a failing retaining wall and stairs and stabilizing the area at the toe of the wall. We constructed a stormwater

facility; swim access and sheet pile retaining wall and provided sediment, turbidity and erosion control. **Project Role: Project Manager, Project Cost: \$200K.**

**Econfina Springs Complex, Northwest Florida Water Management District, Bay and Washington Counties, FL.** Project Manager. This project included the development and restoration of Pitt, Sylvan, and Williford springs. Project included spring and streambank restoration, trails, restrooms, picnic facilities, tube launch, canoe dock, parking, and entrance road. Concept plans were developed, conducting public meeting, designing, permitting, and construction phase services were provided.

**Werner Boyce Salt Springs State Park, Pasco County, FL.** Project Manager. Mrs. Preble was originally involved in this project during the planning stages while she worked at the Florida Park Service. She continued her work as a consultant for the subsequent phases. Werner Boyce Salt Springs State Park is the first state park in Pasco County, Florida. Project included entrance road, restroom facilities, utilities, trails, boardwalks, and wetland mitigation. Planning, design, permitting, and construction phase services were provided. Construction was completed using a construction management firm.

**Hope Community Playscape, Tallahassee, FL.** Project Permitting. The Hope Community is the Big Bend Coalition's homeless shelter for families. The project included a new natural playground combining play equipment with national elements for a creative and dynamic place for the children and families. This project was completed while employed with a previous firm.

**The Babcock Ranch Preserve (BRP), Charlotte and Lee Counties, FL.** The Babcock Ranch Preserve (BRP) is a 73,239 acre publicly owned conservation area located in southern Charlotte and northern Lee Counties. The preserve was acquired by the State of Florida and Lee County in July 2006, under the State's Florida Forever and Lee County's 20/20 environmental land conservation programs in order to conserve and protect a working landscape with its unique natural resources and cultural heritage. During a prior association Mrs. Preble was involved in the Recreation Master Plan creation. Mrs. Preble's role included evaluating public input during the planning process.

**Stephen Foster Folk Culture Center, White Springs, FL.** Design Section Manager. This project included the layout and design of a 45 site campground near the Suwannee River. The sites included electricity and water. All campsites are ADA accessible. The project also included two ADA accessible bathhouses. Also included was a dump station and sewer connection to the City of White Springs.

**Henderson Beach State Park Campground, Destin, FL.** Design Section Manager. This project included the layout and design of 60 campsites that are

located in the secondary dune system. Mrs. Preble worked at the Florida Park Service and was responsible for the design, permitting, and construction of this campground. Each site includes water and electric hookups. The project included an access road, a bathhouse, and a separate beach access board walk. The layout was done in a way as to minimize environmental impacts and preserve as many trees as possible to maximize the number of shaded campsites. Also included in this project was the physical removal of the abandoned portions of HWY 98 that went through Henderson Beach.

**Water Street Park Recreation Trails Jefferson County, FL**

The Water Street Park Project includes a trail system and associated amenities described as follows: A trailhead with parking facilities for bicycles, automobiles, and ADA Accessible Parking; four trail segments (2 natural surface trails and 2 elevated boardwalks) connect in an oval loop system connecting back to trailhead; kiosks and signage throughout the trail system; exercise stations; and a water station. **Project Role: Project Manager, Project Cost: \$500K.**

**Walton County Beach Access Improvements, Walton County, Florida** This project will improve beach access at four locations in Walton County. The project includes: restroom improvements, new picnic shelters, new fishing pier, new beach dune crossover, utilities, parking, and other park amenities. The structural components of this project are the picnic shelters, beach dune crossover, and fishing pier. **Project Role: Project Manager, Project Cost: \$275K.**

**Wakulla Environmental Institute** Tallahassee Community College (TCC) purchased 158 acres in Wakulla County with the intention of creating the Wakulla Environmental Institute (WEI) on the property. The WEI will lead economic development efforts in North Florida while focusing on the environment. The WEI will combine education with conservation and recreation. The WEI will offer eight new environmentally focused degree and certificate programs. The property was rezoned agricultural. Prior to closing on the property, TCC intended to secure the appropriate Large Scale Comprehensive Plan Amendment (CPA) and Planned Unit Development (PUD) approvals. TCC desires to close prior to April 1, 2012. Preble-Rish provided professional consulting services to the Client in an effort to assist with obtaining the approvals mentioned above. Subsequently, Mrs. Preble provided professional engineering and survey services to design and permit the entrance road and infrastructure. Project plans and permitting are complete. Bidding for construction is scheduled for January 2015. The project included an entrance road, multi-use path, water main, lift station, force main, electric and fiber optic leads. . **Project Role: Project Manager. Project Role: Project Manager, Project Cost: \$3M.**



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS** Attachment #10  
**CITIZEN COMMITTEE APPLICATION** Page 1 of 8  
**TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN**  
**ADVISORY COMMITTEE**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyfl.gov.**  
**Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mrs. Christi Hale		<b>Date:</b> 3/5/2019 4:37:07 PM	
<b>Home Address:</b>	5716 Farnsworth Drive Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 508-5950	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	c.hale@halecontracting.net	<b>How many years have you lived in Leon County?</b>	42

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Hale Contracting, Inc.	<b>Work Address:</b>	1736 Commerce Blvd Midway, FL 32312
<b>Occupation:</b>	President		
<b>Work/Other Phone:</b>	(850) 575-2506		

**(OPTIONAL)**

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.

<b>Race:</b>	White	<b>Gender:</b>	F	<b>Age:</b>	43
<b>District:</b>	District I	<b>Disabled?</b>			

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Chuck Roberts	<b>Name:</b>	Halsey Beshears
<b>Address:</b>	1538 Metropolitan Blvd., Tallahassee, FL 32308	<b>Address:</b>	
<b>Phone:</b>	(850) 545-2360	<b>Phone:</b>	(850) 251-1929

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

**IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP**

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? **Yes**

If Yes, on what Committee(s) are you a member? **Minority Women and Small Business Committee**



Have you served on any previous Leon County committees? **Yes**

If Yes, on what Committee(s) have you served? **Same as above - Joint Committee**

Are you willing to complete a financial disclosure if applicable? **Yes**

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**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? **Yes**

If yes, please explain **Competitively Bid for work with Leon County**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? **No**

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**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority? **Yes**

**If yes, prior to or at the time of submission of any bid for county business, a [Florida Commission on Ethics Form 3A](#) must be filed.**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? **Yes**

**If yes, prior to or at the time of submission of any bid for Committee/Board/Authority business, a [Florida Commission on Ethics Form 3A](#) must be filed.**

[Members on this committee must be resident of Leon County.](#)

[Please indicate your area of expertise.](#)

- Architecture
- Construction
- Engineering
- Community Member at-large

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

Signature: *Mrs. Christi Hale*

The application was electronically sent: 3/5/2019 4:37:07 PM

# ***Christi Hale***

---

5716 Farnsworth Court ~ Tallahassee, Florida 32312

Mobile 850-508-5950

E-Mail c.hale@halecontracting.net

## ***EXPERIENCE***

### ***January 2004 to Present ~ Sole Owner/President Hale Contracting, Inc., Midway, Florida***

Purchased remaining company stock held by Mrs. Diane Curlee.  
Responsible for all financial and management decisions with the company.

### ***June 2002 to January 2004 ~ Minority Owner/Vice President Hale Contracting, Inc., Midway, Florida***

Perform daily activities which involve all aspects with the management and operations of the excavation/sitework and heavy hauling business; Attend Pre-Bid and Pre-Construction meetings for the company; Work with Project Managers to prepare Bids for upcoming projects; Perform Take Offs for Concrete and Drainage Work; Process and prepare payroll, all invoicing and monthly draw requests; Complete State DOT Certified Payrolls and EEO policy requirements; Coordinate Trucking services with major local contractors; Manage and enforce the Company's Safety Program, EEO Policies, and Quality Control Plan; Oversee Projects to ensure accuracy and quality of work pertaining to Clearing and Grubbing, General Excavation and Grading, Base, Erosion Control, Concrete Curb and Gutter, Sidewalks, Traffic Separators, Ditch Paving, Storm Drain Inlets, Manholes, Junction Boxes, and Underdrain Systems; Oversee Superintendents, Foremans, and other Employees to ensure any company issues are handled in a professional and timely manner.

### ***October 1999 – June 2002 ~ Corporate Secretary Hale Contracting, Inc., Crawfordville, FL***

Please see above job description

### ***October 1997 to October 1999 ~ Administrative Assistant/Customer Service/Sales Representative. (Part-Time) Hale Contracting, Inc., Crawfordville, FL***

Perform daily activities relating to scheduling of Dump Truck Services; Communicate with customers regarding projects; Process Payroll and Invoicing activities.

**August 1998 to April 1999 ~ Administrative Assistant**  
***Roberts Sand Company, Inc., Tallahassee, Florida***

Perform daily activities relating to office procedures with regards to the Excavation Division; Process payroll; Deal directly with contractors and subcontractors in regard to issues with projects; Process submittals and monthly draw requests for payment; and other duties that pertain to the Excavation Division.

**July 1998 to April 1999 ~ Certified Respiratory Therapist**  
***Tallahassee Memorial Healthcare, Tallahassee, Florida***

**November 1994 to August 1998 ~ Administrative Secretary**  
***Florida Department of Education, Division of Workforce Development, Tallahassee, Florida***

Maintain calendar for Program Director; make travel arrangements for Director and Staff of 9 people; prepare travel reimbursement requests; maintain travel records for staff; prepare and submit requisitions for purchase; order & maintain office supplies; process monthly leave reports for staff; prepare materials for meetings, workshops, and conference; receive and place incoming calls; and perform other daily office related duties.

**May 1994 to November 1994 ~ OPS Clerk**  
***Florida Department of State, Division of Elections, Tallahassee, Florida***

Assist public with questions regarding 1994 qualified candidates, political committee; perform data entry pertaining to candidates treasurer's reports; reviewed Voter Registration information for 67 counties for accuracy; answered telephone; and performed other related duties.

**May 1993 to August 1993 ~ OPS Clerk**  
***Florida Department of State, Division of Corporation, Tallahassee, Florida***

Reviewed Corporate Annual Reports for completeness; filed and updated annual reports electronically in database; assisted public with questions regarding annual reports; processed all outgoing mail; and performed other office related duties.

**June 1992 to September 1992 ~ OPS Clerk**  
***Florida Department of State, Division of Corporations, Tallahassee, Florida***

Responded to written and verbal questions and requests from public regarding Florida Corporations.

**June 1991 to August 1991 ~ OPS Clerk**  
***Florida Department of State, Division of Licensing, Tallahassee, Florida***

Worked in file room; pulled files for telephone inquires; pulled batch of applications to be "worked" for concealed weapons, armed and unarmed security guards, private investigators, and sweepstakes licenses in Florida.

**EDUCATION**

**Tallahassee Community College, Tallahassee, Florida**  
***Associate in Science, July 1998***

Graduated with a degree focused on Respiratory Therapy. Prepared to sit for the Florida State Board Examination in November 1998.

**Godby High School, Tallahassee, Florida**  
***High School Diploma, June 1994***

Graduated with honors; listed in "Who's Who Among American High School Students;" Member of the Dance Team and Honor Society

**ACCOMPLISHMENTS**

**Certified Underground Utility Contractor:** Florida Department of Business and Professional Regulations License

**Chair, Leon County MWSBE Program Evaluation Committee**  
Selected as At-Large appointee by Leon County Commissioners, Voted in as Chair

**Leon County Minority, Women and Small Business Enterprise Committee member:** Appointed by Commissioner John Daily in 2013

**2013 Woman Business Enterprise of the Year:** Big Bend MED Week Committee, Inc.

**Certified Respiratory Therapist:** Received CRTT Credentials after sitting for State Board Examination in November 1998.

**Licensed Excavation Contractor:** Received Leon County Excavation License in February 2002

**2013, 2014, 2015 & 2017 La Ruta de Los Conquistadores Finisher:** Known as the toughest mountain bike race in the world. Crosses Costa Rica from the Pacific to the Caribbean coasts in 3 days.

**ASSOCIATIONS:**

***Florida Transportation Builders Association***  
***Big Bend Contractors Association***  
***Associated Builders and Contractors Association***  
***Bid Bend Minority Chamber of Commerce***

## ***REFERENCES***

Mr. Chuck Roberts, President, Roberts & Roberts Contracting, Inc. 850-545-2360  
Mr. George Roberts, Vice President, Roberts & Roberts Contracting, Inc. 850-545-1191  
Mr. Brent Sparkman, CPA., Partner, Carr Riggs & Ingram 850—878-8777  
State Representative Halsey Beshears 850-422-1075  
Mr. Sam Solomon, President, Solomon Construction Co., 850-627-8428  
Mr. Michael Roberts, President, Roberts Sand Company, Inc. 850-575-7072  
Mr. Henry Mayfield, President, M., Inc. 850-528-2038  
Mr. Rudy Rowe, President, Southland Contracting 850-562-8278  
Mr. Daniel Manusa, P.A., Manusa Law Firm 850-597-7616  
Mr. Aaron Boyette, President, Pro-Steel Buildings, Inc. 850-576-7189  
Mr. Bill Strauss, President, Talquin Portable Restrooms 850-556-7824  
Mr. Sylvester Jones, AJAX Corporation 850-251-1268  
Mrs. Heidi Thompson, 850-264-6256  
Dr. Mark McNees, 850-973-7687

### FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL <b>HALE, BETTY C.</b>		OFFICE / POSITION HELD <b>PRESIDENT</b>	
MAILING ADDRESS <b>1736 COMMERCE BLVD</b>		AGENCY OR ADVISORY BOARD LEON COUNTY MINORITY WOMEN AND SMALL BUSINESS	
CITY <b>Midway, FL</b>	ZIP <b>32343</b>	COUNTY <b>GADSDEN</b>	ADDRESS OF AGENCY <b>LEON COUNTY, TALLAHASSEE, FL</b>

**HOW TO COMPLETE AND FILE THIS FORM:**

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

**PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER**

**WHO MUST COMPLETE THIS PART:**  
Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; and (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

**PLEASE COMPLETE THE FOLLOWING:**

- The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - The reporting person;
  - The spouse of the reporting person, whose name is \_\_\_\_\_; or
  - A child of the reporting person, whose name is \_\_\_\_\_.
- The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
  - Supplying the following realty, goods, and/or services: Construction
  - Regulation of the business entity by the governmental agency served by the advisory board member.
- The following business entity is doing business with or regulated by the governmental agency:
  - Hale Contracting, Inc.
- The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
  - Officer;  Partner;  Associate;  Sole proprietor;  Stockholder;  Director;  Owner of in excess of 5% of the assets of capital stock in such business entity;  Employee;  Contractual relationship with the business entity;
  - Other, please describe:

**PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY**

**WHO MUST COMPLETE THIS PART:**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

**PLEASE COMPLETE THE FOLLOWING:**


1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - ( ) The reporting person;
  - ( ) The spouse of the reporting person, whose name is \_\_\_\_\_; or
  - ( ) A child of the reporting person, whose name is \_\_\_\_\_.
  
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:
 

\_\_\_\_\_.
  
3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:
 

\_\_\_\_\_.

(NAME OF ENTITY) (ADDRESS OF ENTITY)
  
4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
  - ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
  - ( ) Other, please describe:

**SIGNATURE**

SIGNATURE 	DATE SIGNED 3/6/19	DATE FILED 3/6/19
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NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



Attachment #11  
Page 1 of 11

**LEON COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CITIZEN COMMITTEE APPLICATION**  
**TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN**  
**ADVISORY COMMITTEE**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyl.gov.  
Applications will be discarded if no appointment is made after two years.

<b>Name:</b> Eduardo Luis Gonzalez Loumiet		<b>Date:</b> 1/15/2019 2:14:17 PM	
<b>Home Address:</b>	1934 Willow Run Drive Suite #3-343 Tallahassee, FL 32311	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 570-8248	<b>Is it located within the City limits?</b>	No
<b>Email:</b>	eddie@ruvos.com		

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Ruvos	<b>Work Address:</b>	1400 Village Square Blvd
<b>Occupation:</b>	CEO		TALLAHASSEE, FL 32311
<b>Work/Other Phone:</b>			

**(OPTIONAL)**

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.

<b>Race:</b>	Hispanic or Latino	<b>Gender:</b>	M	<b>Age:</b>	38
<b>District:</b>	District II	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Frans de Wet	<b>Name:</b>	Carter McMillan
<b>Address:</b>	1400 Village Square Blvd Tallahassee, FL 32312	<b>Address:</b>	
<b>Phone:</b>	(850) 445-7696	<b>Phone:</b>	(904) 755-5046

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

**IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP**

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? No

Have you served on any previous Leon County committees? No



Are you willing to complete a financial disclosure if applicable? **Yes**

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**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? **No**

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**

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? **No**

**Members on this committee must be resident of Leon County.**

**Please indicate your area of expertise.**

- Architecture
- Construction
- Engineering
- Community Member at-large

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

Signature: *Eduardo Luis Gonzalez Loumiet*

The application was electronically sent: 1/15/2019 2:14:17 PM

# Eduardo Gonzalez Loumiet

MBA, PMP, CPHIMS

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(786) 315-9828 | Tallahassee, Florida

EGonzalezLoumiet@gmail.com | [www.GetToKnowEduardo.com](http://www.GetToKnowEduardo.com) | Skype: eduardo.gonzalez.loumiet

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Talented, self-starter, value-driven professional offering more than 15 years of experience in corporate leadership, business strategy, innovation and project management. Successful experience in enterprise data integration and continuity of operations. Verifiable track record in increasing performance through dynamic leadership, strategic planning, process design and technology innovation. Adept at meeting stringent deadlines on a consistent basis. Equally adept in capitalizing on interpersonal and technology skills to create unique blend of innovative solutions and products while pushing creative envelope. Thrive on opportunities to drive people, processes and technology. Outstanding presentation skills and extensive project leadership experience.

Offer international experience; have routinely traveled to remote locations throughout the world to work with business leadership and project management teams. International projects include Antigua, Vietnam, Panama, Venezuela, Canada, and Ecuador. Possess passion for emerging high-tech business solutions. Additional professional strengths and areas of expertise include:

- Program / Project Management
- Social Media
- Public Speaker
- Market Research & Analysis
- Vendor Management
- HIPAA / HITECH
- Entrepreneurial Leadership
- Public Relations
- Influential Presentations
- Strategic Planning
- Account Management
- Cloud Computing
- Brand Management
- Event Leadership
- Budget Preparation
- Strategic Partnerships
- Emerging Technologies
- Business Continuity / Disaster Recovery

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## PROFESSIONAL EXPERIENCE

### CEO & SENIOR PROJECT MANAGER – Ruvos (formerly known as UberOps)

Tallahassee, Florida | July 2008 - Present

Responsible for all of the company's worldwide sales and operations. Leading the continued development of the company's strategic growth, including partnership and supplier relationships, ensuring flexibility in response to an increasingly demanding marketplace. Created and maintained relationships with the CDC, APHL, HHS, ONC, and Department of Health's across the nation. Provided fiscal, strategic and operational leadership to ownership of the company. [Interview on roles and responsibilities at UberOps.](#)

- ◆ Managed the creation and maintenance of the company Business Plan and creation of innovative corporate growth strategy.
- ◆ Led implementation of effective social networking and branding strategy.
- ◆ Led analysis of financial statements, employee costs analysis, sales and activity reports, and other performance data to measure productivity and goal achievement and to determine areas needing cost reduction and program improvement.
- ◆ Managed the litigation and settlement of Uber Operations v. Uber Technologies.
- ◆ Managing rebranding from Uber Operations to Ruvos.
- ◆ Project Manager and/or Advisor on several high-profile healthcare IT projects. (*Projects listed below*)

## **Projects through Uber Operations:**

**Client:** Association of Public Health Laboratories

**Role:** AIMS Platform Team Leader

**Location:** Tallahassee, Florida

**Dates:** July 2008 - Present

### **Summary:**

Project Manager for the CDC and Association of Public Health Laboratories sponsored Route-not-Read (RnR) laboratory information exchange hub project (now known as the [AIMS Platform](#)).

- ◆ Managing the AIMS Platform developers and team members (over 10 team members).
- ◆ Leading collaboration between the AIMS Platform and laboratory exchange trading partners: 165 trading partners including 50 Public Health Laboratories/Agencies, Quest, PAML, USAF, US Navy, hospitals and vendors across the US.
- ◆ Attended and presented at the CDC's Public Health Information Network Conference on multiple occasions. See below for specific speaking engagements.
- ◆ Managing the enrollment of trading partners for secure message transport of Meaningful Use data (ELR, Syndromic Surveillance, Immunizations)
- ◆ Managed migration of servers to Amazon Web Services (AWS) cloud. Also involved with GovCloud projects.
- ◆ Use cases that are part of AIMS include: ELR, PHLIP, LIMS/LRN, Zika, ELIMS, NMI, PHIZ, ECR, Rabies ELR, VPD, STEVE.

**Client:** Texas Department of State Health Services

**Role:** Project Manager

**Location:** Austin, Texas

**Dates:** August 2008 – Present

### **Summary:**

Project Manager for the CDC sponsored Pandemic Influenza (H1/N1) Grant with the Texas Department of State Health Services, Florida Department of Health, Commonwealth of Virginia and Mexico.

- ◆ Led the collaboration between Texas, Florida, Virginia, Mexico and their respective Laboratory Information Management System teams.
- ◆ Led the design and creation of the integration layer architecture for the Texas Department of State Health Services.
- ◆ Managed the data integration team efforts using Mirth, Rhapsody, PHIN-MS, Starlims, and LabWare.
- ◆ Led the H1N1 project for surge capacity information exchange between Florida and Texas for the Public Health Laboratory Interoperability Project (PHLIP).
- ◆ Advisor to the Texas Health Services Gateway (HSG) leadership team.

**Client:** Florida Department of Health

**Role:** Project Lead

**Location:** Tallahassee, Florida

**Dates:** July 2008 – Present

### **Summary:**

Project leader and Advisor for the award-winning Florida Department of Health - Data Integration Team, responsible for all data movement and message translations within the agency in addition to other state and federal organizations. Provide operational and project leadership to improve efficiencies, create positive results and client satisfaction.

- ◆ Team lead for the Newborn Screening ELO and ELR electronic interface project.
- ◆ Team lead for Nationwide Health Information Network (NwHIN) and DIRECT connectivity pilot project.
- ◆ Team lead for the Public Health Laboratory Interoperability Project (PHLIP).
- ◆ Managed PHIN-MS Route-not-Read Hub implementation for ELR and Syndromic Surveillance.
- ◆ Led the successful completion of Office of Trauma Secure FTP Pilot throughout Florida.
- ◆ Supported the Department's HealthVision's (Lawson) Cloverleaf migration from Solaris to Linux.
- ◆ Supported the strategy for the Florida Health Information Network (FHIN/FHIE) grant submission process.
- ◆ Liaison to Program Management Office.
- ◆ Project Manager for the State Health Information Exchange Cooperative Agreement and Epidemiology & Lab Capacity Grant (ELC) focusing on Meaningful Use (MU) and HL7 2.5.1.
- ◆ Liaison to Laboratory Technology Infrastructure Assistance Team for Public Health (LTIAPH).
- ◆ Led information exchange project with AlertHealth, Southeastern National Tuberculosis Center, Florida State University, DACCO, and BayCare (eClinical Works)
- ◆ Project Manager for the Electronic Test Order and Result (ETOR) Salmonella project with the CDC.
- ◆ Project Manager for the Public Health Information Exchange (PHIX) CDC open source implementation.

**Client:** Hillsborough County Health & Social Services

**Role:** Enterprise Architect

**Location:** Hillsborough County, Florida

**Dates:** September 2010 – July 2012

**Summary:**

Enterprise Architect for the Hillsborough County Health and Social Services eligibility system selection process

- ◆ Negotiated and closed the contract between Uber Operations and the Hillsborough County Health and Social Services.
- ◆ Reviewed and edited draft specifications and Request for Proposal (RFP).
- ◆ Reviewed community action case management eligibility system functions and operations through discussions with HSS and IT staff.
- ◆ Reviewed related documents regarding data capture, edits, database items, systems requirements, and processes, forms and defined reports.
- ◆ Planned data migration and data conversion plans.

**Client:** TPJ Systems, Inc.

**Role:** Project Manager

**Location:** Tallahassee, Florida

**Dates:** September 2009 – November 2010

**Summary:**

Project Manager for the Phoebe Ministries laboratory interface and hospital integration project.

- ◆ Managed all facets of the project using PMP standards.
- ◆ Worked with Health Network Labs and OnBase on planning the integration with Phoebe's Mirth integration broker.
- ◆ Managed the interface development between the hospital, document management, laboratory and radiology vendor, MobilexUSA.
- ◆ Managed the Mirth 2.0 upgrade.
- ◆ Organized and led weekly meetings with team from across the United States.

## **FOUNDER – GONZALEZ LOUMIET GROUP**

Tallahassee, Florida | January 2011 - 2016

Started a consulting company focused on business advisory, technology advisory, and public relations. Provide customized services to small and medium-sized companies and non-profits. Clients/Projects listed below:

- ◆ Business Continuity Management Professionals
- ◆ SimpleEMR
- ◆ Trans Caribbean Marketing
- ◆ DRsmart
- ◆ Florida Hispanic Association
- ◆ Sea Island Trading
- ◆ Marchena Translations
- ◆ ePhinity
- ◆ AeroClinica
- ◆ #TeamTCB

## **Adjunct Professor – EMORY UNIVERSITY ROLLINS SCHOOL OF PUBLIC HEALTH**

Atlanta, Georgia | May 2018

Adjunct Professor for the Executive Masters in Public Health program. Teaching Public Health Technology Systems and Architectures including:

- ◆ Project Management
- ◆ Cloud Computing
- ◆ Data Integration
- ◆ Cybersecurity
- ◆ Meaningful Use
- ◆ System Design
- ◆ System Analysis
- ◆ Disaster Recovery

## **Adjunct Professor - FLORIDA A&M UNIVERSITY**

Tallahassee, Florida | August 2014 - Present

Adjunct Professor for Division of Allied Health Services Graduate Program. Teaching Health Information Technology, Healthcare Quality Management and Healthcare Strategy with focus on:

- ◆ Project Management
- ◆ Cloud Computing
- ◆ Data Integration
- ◆ Cybersecurity
- ◆ Meaningful Use
- ◆ System Design
- ◆ System Analysis
- ◆ Disaster Recovery

## **PROGRAM / PROJECT MANAGER – STANFORD FINANCIAL GROUP**

Antigua, West Indies | May 2002 - July 2008

Based at Stanford International Bank, headquartered in Antigua, West Indies. Served as Program/Project Manager for multi-million-dollar projects overseas including Antigua, Panama, Venezuela and Canada. Also served as the Disaster Coordinator and created and implemented a revolutionary Business Continuity/Disaster Recovery Plan.

- ◆ Managed analysis and comparison of more than 80 core banking applications, including iFlex, Jack Henry, and SAP.
- ◆ Led negotiations to purchase TEMENOS banking application and managed its successful migration and implementation.
- ◆ Managed Datapro Banking System implementations.
- ◆ Successfully managed credit card processor implementation of Credomatic and Procesa Online Credit Card Statement Systems.
- ◆ Served as Project Manager for SWIFT Net 2 upgrade and health check.
- ◆ Played key role in Odyssey-Triple A wealth management system implementation.
- ◆ Played critical role in the opening of 4 branches in Panama City, Panama for Stanford Bank.
- ◆ Introduced and led successful implementation of FrontRange's HEAT - customer service application.
- ◆ Served as Committee Member for Stanford Financial Group's worldwide deployment of ORACLE.
- ◆ Introduced and managed the implementation of MS SharePoint at Stanford International Bank.
- ◆ Led MS Project Server implementation.

## **INVESTMENT BANKING CONSULTANT – FLEETBOSTON FINANCIAL**

Miami, FL | Summer 2001

Member of the Internet Strategy Department focused on the merger of Fleet Financial and Bank Boston, specifically the core banking system.

- ◆ Played key role in consolidation of e-banking systems and deployment in Latin America.
- ◆ Wrote computer program in Spanish, English, and Portuguese to create marketing materials for the company's mutual fund products.
- ◆ Organized two day-long training sessions on offshore products and retirement strategy.
- ◆ Exhibited tireless energy, positive attitude and constant willingness to learn and contribute.

## **PROFESSIONAL DEVELOPMENT**

**UNIVERSITY OF MIAMI**, Coral Gables, FL – Executive MBA | 2007

**LOYOLA UNIVERSITY**, New Orleans, LA –BBA in Finance & Computer Information Systems | 2003

**TULANE UNIVERSITY**, New Orleans, LA – Portuguese | 1999-2002

**FLORIDA CONSORTIUM FOR LATIN AMERICAN STUDIES**, Rio de Janeiro, Brazil - Portuguese | 2000

- ◆ Certified Project Management Professional (PMP), PMI ID: #1259313 since 2009 | In Good Standing until March 2021
- ◆ Certified Professional in Healthcare Information and Management Systems (CPHIMS) since 2012 | In Good Standing until March 2021
- ◆ Amazon Web Services (AWS) Total Cost and Cloud Computing Accreditation | 2015
- ◆ Amazon Web Services (AWS) Big Data on AWS Badge | 2015
- ◆ Amazon Web Services (AWS) Technical Accreditation | 2014
- ◆ Rhapsody Certification | May 2014
- ◆ Amazon Web Services (AWS) Business Accreditation | 2013
- ◆ HIPAA / HITECH Compliance Training | 2011

- ◆ FEMA IS-520 - Introduction to Continuity of Operations Planning for Pandemic Influenzas | 2011
- ◆ FEMA IS-100.HCb - Introduction to the Incident Command System (ICS 100) for Healthcare/Hospitals | 2011
- ◆ CDC / AMIA Meaningful Use Training | 2011
- ◆ Orion Rhapsody Training Level 1 | 2010
- ◆ Cloverleaf Certification Training Level I | 2009
- ◆ Center for Disease Control and Prevention, PHIN-MS Training | 2008
- ◆ FEMA Introduction of Incident Command System – ICS 100 | 2008
- ◆ FEMA National Incident Management System – IS 700 | 2008

## HONORS, AWARDS & MENTIONS

- ◆ Florida Technology Council - Community Leader Award | 2018
- ◆ [“Breaking Through the Clouds: A Lab Guide to Cloud Computing”](#) White Paper | 2017
- ◆ Dandi Serial Entrepreneur Award | 2014
- ◆ Interviewed by WFSU / NPR on Startup Quest in North Florida | 2014
- ◆ Professional Services Award, Tally Latin Awards | 2014
- ◆ Certification of Appreciation, Florida Department of Health | 2013
- ◆ [Named to #HIT100 List \(#14\)](#) | 2013
- ◆ [Hispanic Executive Magazine](#) | April 2013
- ◆ LATISM - Best Latino Tech Entrepreneur | 2012
- ◆ [Named to #HIT100 List \(#58\)](#) | 2012
- ◆ [“Rising Star” under 40 by 850 Business Magazine](#) | 2012
- ◆ Named contributor for National eHealth Collaborative white paper
  - ◆ Title: [Health Information Exchange Roadmap: The Landscape and a Path Forward](#)
- ◆ Finalist, LATISM Latino2 Tech Awards
  - ◆ *Best Latino Innovator 2011*
  - ◆ *Best Latino in Technology (People’s Choice)*
- ◆ Interviewed by ABC27, WCTV for Florida Business & Entrepreneurship Summit | 2011
- ◆ Profiled and published on WiredLatinos.com | 2011
- ◆ Certificate of Appreciation, Tallahassee Hispanic Health Care Conference | 2010
- ◆ Outstanding Volunteer, Tallahassee Latino Professional Association | 2010
- ◆ Member Spotlight in the Tallahassee Latino Professional Association Blog | 2010
- ◆ Profiled in “Latino Rebranded” Blog | 2009
- ◆ Certificate of Appreciation, Federal Bureau of Prisons | 2009
- ◆ Profiled in “Being Latino” Blog | 2009
- ◆ Latinos in Information Sciences and Technology Association - D.C. Forum, Tech Achievers Award | 2009
- ◆ Profiled in the Loyola University New Orleans Magazine | 2009
- ◆ Certificate of Appreciation, Oregon Department of Human Services | 2008
- ◆ University of Miami - Recognized Student of the Year | 2007
- ◆ George F. Hixson Lifetime Award from Kiwanis International | 1998

## SPEAKING ENGAGEMENTS

- ◆ [Public Health Informatics Conference \(PHI\)](#) | August 2018
  - ◆ Topic: *Enterprise Data Integration, Past, Present, Future*
  - ◆ Topic: *AIMS Community Town Hall*
- ◆ [APHL Annual Meeting](#) | June 2018
  - ◆ Topic: *Adventures in ETOR*
  - ◆ Topic: *AIMS Town Hall*
- ◆ NPR | April 2018
  - ◆ Topic: [Public Health and Information Technology](#)
- ◆ Startup Capital Podcast | December 2017
  - ◆ Topic: [Local Tech, Global Impact](#)
- ◆ APHL Annual Meeting | June 2017
  - ◆ Topic: [AIMS Platform](#)
  - ◆ [Blog Post](#)
- ◆ Google Startup Grind Interview | March 2017
  - ◆ Topic: [Entrepreneurship](#)
- ◆ Vietnamese Ministry of Health | March 31, 2016 in Vietnam
  - ◆ Topic: *Data Standards and Exchange*
- ◆ International Conference on Emerging Infectious Diseases (ICEID) | August 2016
  - ◆ Topic: *New data systems/platforms for surveillance*
- ◆ CDC Public Health Informatics Conference | 2016
  - ◆ [AIMS Overview](#)
- ◆ APHL Annual Meeting | June 2015
  - ◆ Topic: [Cloud Computing in Public Health](#)
- ◆ APHL Newborn Screening HIT Workgroup
  - ◆ Topic: [Hearing Testing and Data Integration](#)
- ◆ TalTech Alliance Expo | March 2015
  - ◆ Topic: *The New Healthcare Cloud: Security and Privacy Basics*
- ◆ TalTech Alliance | February 2015
  - ◆ Topic: *Cybersecurity and Information Assurance*
- ◆ Public Health Informatics Conference | April 2014
  - ◆ Topic: *PHIN and Emergency Preparedness*
  - ◆ Topic: *Newborn Screening ELO / ELR*
- ◆ Healthcare IT Live Episode #22 | May 2, 2013
  - ◆ Topic: [Healthcare IT – Data Integration and Information Exchange](#)
- ◆ Secrets Behind Success Seminar – FAMU | April 18, 210
  - ◆ *Panel*
- ◆ Latinos In Social Media (LATISM) 2012 Conference | October 2012
  - ◆ Topic: *Connecting Healthcare through Technology and Innovation*
- ◆ HIMSS Latino Community | August 2012
  - ◆ Topic: *Public Health Lab Interoperability Project (PHLIP)*
- ◆ Infinity Healthcare Conference | April 2012
  - ◆ *Health IT Panel*
  - ◆ Topic: *Open Source and Health IT*



- ◆ Florida State University | April 2012
  - ◆ *Topic: Health Information Technology*
- ◆ Delta Sigma Pi Business Fraternity, Florida State University | April 2012
  - ◆ *Topic: Entrepreneurship Panel*
- ◆ Disaster Recovery Journal Conference | March 2012
  - ◆ *Topic: Pandemics and Technology*
- ◆ Delta Sigma Pi Business Fraternity, Florida State University | December 2011
  - ◆ *Topic: Prepare for the Real World!*
- ◆ National ELR Taskforce | October 2011
  - ◆ *Topic: Laboratory Information Exchange*
- ◆ Florida 2011 Business & Entrepreneurship Summit | April 2011
  - ◆ *Event Chairman*
  - ◆ *Moderator: Small Business Panel*
- ◆ ABC27 Tallahassee, Interview on business and entrepreneurship | April 2011
- ◆ Florida Hispanic Health Conference | November 2010
  - ◆ *Member of the Planning Committee*
  - ◆ *Topic: Moderating Health IT Panel*
- ◆ CDC Electronic Lab Surveillance Messaging Workgroup
  - ◆ *Topic: Route-not-Read Project and Electronic Lab Reporting| October 2010*
- ◆ CDC InfoLinks Presentation | July 2010
  - ◆ *Topic: Pandemic Influenza Grant between Texas, Florida and the CDC*
- ◆ Latinos in Information Sciences and Technology Association D.C. Forum | June 2010
  - ◆ *Member of the Planning Committee*
  - ◆ *Topic: Moderating HIMSS Health IT Workshop.*
- ◆ Florida Business and Entrepreneurship Forum | May 2010
  - ◆ *Member of the Planning Committee*
  - ◆ *Topic: Moderating "Local Entrepreneurs Panel"*
- ◆ Latinos in Information Sciences and Technology Association D.C. Forum | 2009
  - ◆ *Topic: Health Care IT. Moderated panel with Jim Borland from the Social Security Administration.*
- ◆ Latinos in Information Sciences and Technology Association New York Gala | 2009
  - ◆ *Topic: Health Care IT and Latinos. On panel with Vish Sankaran from the Office of the National Coordinator (ONC) of Health IT*
- ◆ CDC Public Health Information Network Conference | 2009
  - ◆ *Topic: [PHIN-MS Route-not-Read Hub Health Information Exchange](#)*
- ◆ Federal State Penitentiary, Tallahassee, Florida | 2009
  - ◆ *Topic: A New Portrait of America*

## AFFILIATIONS


- ◆ Florida Advisory Council on Small and Minority Business Development | 2016
- ◆ Council Member, Business Partnership Advisory Council (BPAC), CareerSource Capital Region | 2015
- ◆ Founding Board Member, Florida Technology Council | 2015
- ◆ Member, Council of State and Territorial State Epidemiologists
- ◆ Florida A&M University HIIM Advisory Committee | 2014

- ◆ Florida A&M University CIS External Advisory Board | 2015
- ◆ Mentor, 3 Day StartUp – FSU | 2014
- ◆ Founder, AeroClinica | 2014
- ◆ Board Member, Early Learning Coalition of the Big Bend Region | 2013
- ◆ Advisory Committee Member, Florida State University STEM Program | 2013
- ◆ Member and Contributor, National eHealth Collaborative | 2012
- ◆ National Coalition Member, Ready.Gov National Preparedness Coalition | 2011
- ◆ Board of Advisors, EncuentrosMED | 2011
- ◆ External Relations Co-Chair, HIMSS Latino Community | 2011
- ◆ Co-Founder, Fuse Tank | 2010
- ◆ Co-Founder, Business Continuity Management Professionals (BCMPros) | 2011
- ◆ Member, National Health IT Collaborative for the Underserved (NHIT) | 2010
- ◆ Board of Stewards, Open Health Tools | 2010
- ◆ Board of Advisors, National Latino Alliance on Health Information Technology | 2009-Present
- ◆ Florida President & Member of Board of Directors, Latinos in Information Sciences and Technology Association (LISTA) | 2009 - Present
- ◆ Past President, University of Miami - Alumni Tallahassee Club | 2008 - 2010
- ◆ Board Advisor, Florida Hispanic Professional Association | 2010
- ◆ Member, Loyola University, New Orleans, Alumni Association | 2002 - Present
- ◆ Member, Delta Sigma Pi, Professional Business Fraternity | 1998-Present
- ◆ Member, Belen Jesuit Preparatory, Alumni Association | 1998 - Present
- ◆ Volunteered in 30-day long Missionary Trip to the Dominican Republic | 1998 & 2001.

## **LANGUAGES**

English, Spanish & Portuguese

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

<p><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</b></p>		
Name: LaShawn Johnson		Date: 11/1/2018 11:12:56PM
Home Phone: (850) 212-2403	Work Phone: (-)X	Email: Verlonda@wherk.co
Occupation: EVENT PLANNER	Employer: BLISSFULLY YOURS	
Preferred mailing location: Home Address		
Work Address: 1101 HIGH MEADOW DRIVE		
City/State/Zip: TALLAHASSEE, FL 32311		
Home Address: 1101 HIGH MEADOW DRIVE		
City/State/Zip: TALLAHASSEE, FL 32311		
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? No	
For how many years have you lived in and/or owned property in Leon County?		36 years
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
<p>Please indicate your area of expertise:</p> <p><input type="checkbox"/> Architecture</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Engineering</p> <p><input type="checkbox"/> Community Member at-large</p> <p>Please provide any additional information:</p> <p>Formal educational background is healthcare and marketing. However, I have found a passion serving others and being a bridge between our community and resources.</p>		
<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: 36.00</p> <p>Disabled? No      District: District 5</p>		

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.

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

Name: LASHAWN GORDON Telephone: 8505088023  
Address: 311 E JENNINGS ST. TALLAHASSEE, FL

Name: KATINA SMITH Telephone: 8504914348  
Address: 4351 MAHAN DR. TALLAHASSEE, FL

**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: LaShawn Verlonda Johnson

This application was electronically sent: 11/1/2018 11:12:56PM

# LaShawn V. Johnson

**1101 High Meadow Dr. Tallahassee, FL 32311 Phone: (850) 212-2403 Email:lashawn\_thms@yahoo.com**

Skilled and energetic professional seeking a position in event coordination, marketing and sales to expand background. Proficient in social media marketing, company branding, event coordination, establishing business to business relationships, fundraising, preparing and executing budgets. Self-starter, self-motivated and flexible. Proficient in Microsoft Word, PowerPoint, Access, Excel, Publisher, Outlook. Familiar with Adobe Illustrator and Photoshop.

## WORK EXPERIENCE

**wHERk, Tallahassee, FL**

*Co-Founder*

*August 2018-Present*

- Future home of Tallahassee's first female focused coworking space with onsite childcare
- Coordinate weekly popup coworking events for working women and moms
- Consistent networking in an effort to build community and awareness of the new brand

**Blissfully Yours Weddings Décor and Rentals, Tallahassee, FL**

*Event Coordinator/Proprietor*

*June 2007-Present*

- Producer of Tallahassee's first and only Wedding Tour
- Create and design room layouts to present client with mockups for review and selection
- Plan and organize social and community events from beginning to end
- Market business services and events through website, social media, radio, tv, word of mouth and other mediums as needed
- Network with other vendors and facility managers to create partnerships
- Create vendor contract
- Provide clients with vendor and venue recommendations, attend vendor meetings as client representative
- Create appropriate notification and community awareness for events as deemed necessary
- Meet with vendors to go over contract and duties
- Provide personalized services to clients as needed
- Serve as first point of contact for all clients, guests and vendors
- Coordinate all appointments and visits with vendors
- Setup and breakdown room after events
- Follow up with potential clients to close sale
- Arrange accommodations and transportation for out of town guests along with welcome baskets of appreciation
- Maintain blogging and all social media
- Arrange for event staffing as necessary
- Maintain budgets and attendants list and adjust as needed

**Ekk & Hamilton Realty, Tallahassee, FL**

*Branding Director*

*December 2014-January 2016*

- Created, reviewed, maintained and published all marketing materials
- Organized all company events such as open houses, Broker's Open House, Chamber Events
- Created marketing plan and marketing budget for company and individual agents
- Oversaw all communications as it relates to public relations and promotional activities that support the brand and marketing strategy of the company
- Designed, produced and distributed print materials such as brochures, ads along with radio and television
- Kept the brand in front of the target audience, manage press relations, speaking engagements, special events and community outreach activities

- Maintained website, social media and blog
- Established business partnerships within community
- Attended various networking events to keep brand relevance
- Hired, trained and organized student marketing interns and Marketing Assistant

**HealthSouth Rehabilitation Hospital, Tallahassee, FL**

*PPS Coordinator*

*May 2012-October 2014*

- Assumed responsibility for compliance with Federal, State and Local rules as it relates to IRF-PAI
- Ensured the presence of supporting documentation in medical chart
- Provided staff initial and ongoing education serving as Hospital FIM educator and first point of contact for anything PPS related
- Worked directly under the umbrella of Quality Management and Utilization Review
- Worked close with Medical Records and Business Office to collect and transmit in a timely manner for billing purposes
- Worked with clinical staff to coordinate length of stay, reimbursement and maintain patient goals
- Developed processes and procedures for reversing negative trends related to Quarterly/Annual Hospital Outcomes
- Performed daily audit on hospital outcomes by department, case mix group, diagnosis, gender, age and discharge disposition
- Provided input and direction as it relates to patient stay and progression during weekly Team Conference meetings with Case Managers, Therapists and Physicians
- Performed chart audits for complete, accurate and timely therapy and nursing documentation and trends for future teaching

**HealthSouth Rehabilitation Hospital, Tallahassee, FL**

*Outpatient Medical Coder*

*February 2010-March 2013*

- Assembled and analyze and abstracted patient charts after discharge to appropriately code diagnoses
- Disseminated release of information to requesting parties as needed
- Coordinated with physicians to complete and dictate open charts
- Managed delinquent and incomplete medical records
- Assigned admission, discharge and medical service groups
- Served as chair of patient satisfaction committee
- Worked with senior leaders to oversee and carryout hospital patient satisfactions efforts
- Performed concurrent and retrospective coding audits

**EDUCATION**

**Florida A&M University, Tallahassee, FL**

*Master of Business Administration*

*August 2013*

**Florida A&M University, Tallahassee, FL**

*Bachelor of Science in Health Information Management*

*August 2008*

**CERTIFICATIONS and LICENSES**

Registered Health Information Administrator

*American Health Information Management Association*

*February 2012*

Florida Real Estate License

*State of Florida Department of Business and Professional Regulation*

*August 2015*


Luxury Wedding and Event Planning Certificate  
*QC Event School*

*October 2017*

Leadership and Navigators Academy  
*Dream Builders Greatness Empowerment Center*

*September 2017*

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

<p style="text-align: center;"><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at <a href="mailto:SmachM@leoncountyfl.gov">SmachM@leoncountyfl.gov</a> Applications will be discarded if no appointment is made after two years.</b></p>	
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Name: Sameer Kapileshwari		Date: 4/11/2018 2:56:24PM
Home Phone: (713) 742-3069	Work Phone: (850-599X8033	Email: sakapileshwari@gmail.com
Occupation: SENIOR ADMINISTRATOR	Employer: FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY	

Preferred mailing location: Home Address  
 Work Address: 2400 WAHNSH WAY, SUITE 100C  
 City/State/Zip: TALLAHASSEE, FL 32307

Home Address: 576 RHODEN COVE ROAD  
 City/State/Zip: TALLAHASSEE, FL 32312

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?    Yes  
 For how many years have you lived in and/or owned property in Leon County?    3 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:

Architecture  
 Construction  
 Engineering  
 Community Member at-large

Please provide any additional information:  
 See resume for additional information regarding educational background, experience, licenses, and other pertinent information.

**(OPTIONAL)** 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.

Race: Asian                                      Sex: Male                                      Age: 45.00  
 Disabled? No                                      District:



**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.**

PREVIOUS EXPERIENCE ON OTHER COMMITTEES:

1. BOARD OF DIRECTORS FOR THE SCHOOLS OF ARTS AND SCIENCES, TALLAHASSEE, FLORIDA (JULY 2015 – PRESENT)
2. REPRESENTED FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BY SERVING ON TALLAHASSEE INTERNATIONAL AIRPORT TECHNICAL ADVISORY COMMITTEE FOR CITY OF TALLAHASSEE AND LEON COUNTY
3. COMMISSIONER ON BUILDING STANDARDS COMMISSION FOR CITY OF SUGAR LAND, SUGAR LAND, TEXAS (2009-2015)

EDUCATIONAL BACKGROUND:

1. MASTER OF SCIENCE IN MECHANICAL ENGINEERING, THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TX (1997)
2. BACHELOR OF ENGINEERING IN MECHANICAL ENGINEERING, UNIVERSITY OF PUNE, PUNE, INDIA (1994)

SKILLS AND EXPERIENCE YOU COULD CONTRIBUTE TO A COMMITTEE:

EXPERIENCED LEADER WITH TECHNICAL AND BUSINESS TRAINING AND HAVING WORKED IN BOTH PRIVATE AND PUBLIC SECTORS (SEE RESUME FOR DETAILS).

PROFESSIONAL LICENSES AND/OR DESIGNATIONS:

1. LICENSED PROFESSIONAL ENGINEER P.E. IN STATE OF TEXAS (2002-PRESENT)
2. U.S. GREEN BUILDING COUNCIL LEED ACCREDITED PROFESSIONAL (SINCE 2005)
3. CERTIFIED FACILITIES MANAGEMENT PROFESSIONAL (FMP) - INTERNATIONAL FACILITIES MANAGEMENT ASSOCIATION (IFMA) (SINCE 2013)
4. CERTIFIED SUSTAINABILITY FACILITY PROFESSIONAL (SFP) - INTERNATIONAL FACILITIES MANAGEMENT ASSOCIATION (IFMA) (SINCE 2013)
5. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY CERTIFICATION (2014)
6. U. S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CERTIFIED LIGHTING SURVEYOR ALLY (1997)
7. COMPLETED COURSES IN FEMA'S NATIONAL INCIDENT MANAGEMENT SYSTEMS (NIMS)

REASONS FOR YOUR CHOICE OF THE COMMITTEE:

WITH MY TRAINING AND LEADERSHIP EXPERIENCE IN ALL ASPECTS OF ENGINEERING, FACILITIES MANAGEMENT, AND CONSTRUCTION, I BELIEVE I CAN POSITIVELY CONTRIBUTE DIRECTLY TO BOTH THESE COMMITTEES.

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

Name: MELISSA HOPKINS Telephone: 618-980-0248  
Address: 4 SIGNAL HILL BLVD., BELLEVILLE, IL 62223

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: Sameer Kapileshwari

This application was electronically sent: 4/11/2018 2:56:24PM

**Sameer Kapileshwari, P.E. LEED AP FMP SFP**  
576 Rhoden Cove Rd., Tallahassee, FL 32312  
Phone: (713) 742-3069  
E-mail: [sakapileshwari@gmail.com](mailto:sakapileshwari@gmail.com)

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### Summary of Qualifications

A dynamic leader who pursues broad visions and responsible stewardship with the attention to detail needed to fulfill them. Values and develops teams through staff engagement and creates loyalty, developing a better team to respond and collaborate with stakeholders to create a responsible, efficient, and more sustainable University. Keeping institutional budgets and priorities in focus, makes independent and responsible financial decisions while providing financial acumen to develop and execute design, construction, and operational budgets. Experienced in all areas of facilities, considering multiple processes and implications to improve planning, construction, and operations.

### Professional Experience

#### Florida A&M University

**Associate Vice President Facilities, Planning, Construction, and Safety** February 2015 - Present

Serving on University's leadership team as a Chief Facilities Officer to provide strategic leadership for implementation of policies and procedures supporting the university's academic and research mission and programs, through the service functions of Facilities Planning and Construction, Plant Operations and Maintenance, Venue Management, Environmental Health and Safety, and Business Affairs. Responsible for all capital and renovation project management, planning, utilities, facilities operations, maintenance, and safety of 450 acres of Tallahassee campus and all associated University component campuses and remote sites including 3800 acres in Brooksville, FAMU/FSU campus and Innovation Park, Orlando, Crestview, and leased sites in Tampa, Jacksonville, and Miami.

Demonstrated achievements included:

- Developed annually five year rolling Capital Improvement Plan (CIP) and updated university master plan based on collaboration with campus partners from academic, research, student affairs, alumni, student government, and operations team along with external stakeholders/host community partners
- Co-chaired University's strategic priority action plan sub-committee for Priority #2 - Excellent and Renowned Faculty, which included developing strategies and matrices for state-of-art facilities to support academic enterprise and research effectiveness. Also developed actions plans and matrices for University Strategic Plan Priority #1 – Exceptional Student Experience, Priority #4 – Transformative Alumni, Community, and Business Engagement, and Priority#6 – Outstanding Customer Service
- Successfully served as a lead writer for four standards receiving no findings during the University reaffirmation through Southern Association for Colleges and Schools Commission on Colleges (SACSCOC)
- Completed facility conditions audits and used the data to develop 5-10 year capital plans for addressing the deferred maintenance, infrastructure challenges, and programmatic needs
- Programmed and developed comprehensive plan for housing facilities, living-learning communities, and dining, a \$140M program with focus on new construction, deferred maintenance, decommissioning/demolition of facilities, and restructuring of existing debts, through U.S. Department of Education's capital financing program
- Developed plans for university's Public-Private-Partnership (P3) for housing, mixed use, retail town center, parking, and athletic programs in compliance with the State of Florida guidelines

**Sameer Kapileshwari, P.E. LEED AP**

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- Successfully implemented performance contracting programs to address infrastructure and deferred maintenance needs, while addressing sustainability, energy conservation, and resilience needs – saving the University over \$1.5M yearly and enhancing indoor environment
- Established University safety committee and safety recognition programs to create safety culture, provide accident investigations, and identify and address eminent safety concerns
- Reduced total injuries by 32% within last three fiscal years. Decreased fire code violations by 44% during the same period. Enhanced accessibility and ADA compliance by mitigating over 1400 sidewalk trip hazards. These hazards were addressed using an innovative repairs and cutting approach in lieu of conventional methods, thereby saving over \$600K (80% cost avoidance)
- Recognized by Florida Department of Risk Management services for Safety and Loss Prevention program
- Oversaw project activities for all capital and minor construction and development projects including new Housing Development, Center for Access and Student Success building, new College of Pharmacy building, College of Engineering renovation, Allied health simulation lab, classroom technologies, etc.
- Established Facilities Use Committee for events management, Campus Facilities space planning, master planning steering committees for campus stakeholder engagement, fiscal oversight, transparency, and shared governance
- Demonstrated strong knowledge and understanding of property acquisitions, disposal, space planning, re-adaptation, flex space to meet current and future needs of the institution
- Developed several operational programs (i.e. building inspections, planned maintenance events, trainings, vehicle pooling) to incorporate technology and enhance effectiveness, and efficiencies
- Collaborated to win the Home Depot grant to build hands on outdoor learning eco-classroom and lab. Applied for Historic Preservation Grants through National Parks Services and Florida Bureau of Historic Preservation
- Serving as an ex-officio member and regular participant in the Faculty Senate, Strategic Planning team, Sustainability Advisory council, and Enterprise Compliance and Audit committee, and Diversity and Inclusion team
- Developed internship programs to enhance student-learning opportunities and outcomes through hands on practical experience in business, operations, and construction. Regular speaker and presenter in Business and Facilities Management academic programs
- Regular participant in lobbying federal and state legislators on behalf of University needs
- Developed strategic partnerships with City, County, host agencies, and community to enhance planning efforts, share information, and leverage resources during planning, implementation, and emergencies
- Coordinated University emergency preparation and response during and following recent Hurricane Michael, Irma, and Hermine while leveraging resources and collaborating with State and local emergency management centers, first responders, and national guards
- Established relations for ongoing collaboration with Florida Board of Governors, State of Florida Division of Bond Finance, and the State University System partners

**University of Houston**

**Interim Executive Director** June 2013–October 2014/**Sr. Director Facilities Management** Jan 2007 – April 2015

**Sameer Kapileshwari, P.E. LEED AP**

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Strategic and operational leadership of the university's physical environment including master planning, project management, custodial, maintenance, grounds, technical trades, skilled trades, utilities, central plant operations, energy management, sustainability, labor and central services.

Responsible for project management and facilities operations for 600-acre main campus in Houston that includes over 125 buildings, 12M GSF, and 450 employees, during UH's transition to Tier One status.

Responsible for oversight of the component campuses including Texas Medical Center, Downtown, Clearlake, Sugar Land, Cinco Ranch, and Victoria.

Demonstrated achievements included:

- Led utility master planning efforts and facility condition audits, results of which were used in development of 5-year rolling Capital plans
- Developed 1<sup>st</sup> consolidated deferred maintenance plan for the university
- Advanced and implemented a 7-step integrated project delivery program for minor and planned projects
- Directed \$45M central plant expansion since conception, including acquiring \$150K grant for first installation of solar panels on campus
- Through smooth and continual communications, restructured and centralized five distinct facilities groups within a period of 12 months, into one high performing cohesive team with common goals and objectives while valuing team diversity
- Selectively contracted custodial services for auxiliary areas without layoffs, creating reassignments and career advancement opportunities for 55 FTEs
- Increased campus stakeholder engagements by creating successful collaboration programs to address emergency, compliance, service, and sustainability initiatives
- Founding member of the Sustainability task force, initiated and established UH's energy and sustainability long-term plans and benchmarks using the triple bottom line focus on social, environmental, and economy
- Retro commissioned over 3M GSF and reduced energy utilization index over 25% (2005 base year to 2014). Also commissioned all new lab, classroom, and residence life buildings. Recovered \$1.35M in gas overcharges
- Leader when UH named to Profascinate's Most Beautiful Campus list and earned the Keep Houston Beautiful Mayor's Proud Partner Award

**University of Houston System, Facilities Planning and Construction**

**Sr. Project Manager & UH System Engineer**

Apr 2002 – Jan 2007

Provided management of new and renovation projects including planning, programming, scheduling, budget development, procurement of design and construction service, construction management, commissioning, activation, training, and transition. Design, technical submittal, and construction review of all capital projects over \$2M to excess of \$100M.

Demonstrated achievements included:

- Provided the only in-house engineering support for 6 campuses
- Developed and maintained technical, utility, energy, and sustainability sections of campus design guidelines and master specifications
- Tear down silos and build bridges to collaborate with all areas within the University to accomplish strategic initiatives of the institution
- Started in house retro commissioning program and enrolled University in local utility sponsored energy and demand management programs thereby saving the university over \$3M in annual

**Sameer Kapileshwari, P.E. LEED AP**

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utility expenses/cost avoidance

- Secured over \$900,000 in grants for energy conservation and sustainability programs
- Coordinated utility components of the master plan for UH Main campus and developed long term strategies for infrastructure needs while keeping the host community engaged

**ACR Engineering Inc., Engineer**

June 1997 – Apr 2002

Designed and consulted for building MEP and HVAC systems including estimating project cost, preparing construction documents, assisting in bid evaluations, construction administration, commissioning, and training supervision.

Demonstrated achievements included:

- Designed and analyzed building and campus MEP and HVAC systems for school districts, community colleges, city, county, and state facilities
- Conducted energy/lighting audits and analyses for evaluation of energy conservation measures and potential for renewable energy use for federal facilities using Federal Energy Management Plan guidelines and Building Life Cycle Costing methods

**J.J.P.R.C., The University of Texas at Austin**

**Graduate Researcher**

Sept.1995 - Aug. 1997

Served as a research assistant in Center for Energy Studies – Building Energy systems division.

Demonstrated achievements included:

- Developed a statistical model to represent energy use characteristics in State of Texas Office buildings. This involved gathering and analyzing building energy use data on daily, monthly, and annual levels
- Developed and maintained State Agency Natural Resource End-Use Database (SANRED). This involved gathering monthly electric, gas, water and other fuel use and cost data for all State of Texas Owned facilities
- Developed a revised version of Texas Renewable Energy Evaluation Software (TREES)

**Kirloskar Pneumatic Company Ltd., Pune, India, R&D Engineer**

June 1994 - July 1995

Provided engineering design of mobile and stationary refrigeration and air conditioning systems.

Designed mobile refrigeration units for transportation vehicles. Provided equipment selection for all components involved in refrigeration and air-conditioning systems.

**Education**

Master of Science in Mechanical Engineering, **The University of Texas at Austin, Austin, TX** 1997

Bachelor of Engineering in Mechanical Engineering, **University of Pune, Pune, India** 1994

**Licenses and Training**

Licensed Professional Engineer P.E. in State of Texas

U.S. Green Building Council LEED Accredited Professional

Certified Facilities Management Professional (FMP) - International Facilities Management Association (IFMA)

**Sameer Kapileshwari, P.E. LEED AP**

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Certified Sustainability Facility Professional (SFP) - International Facilities Management Association (IFMA)

Occupational Safety and Health Administration (OSHA) Safety certification

U. S. Environmental Protection Agency (EPA) certified lighting surveyor ally

Completed courses in FEMA's National Incident Management Systems (NIMS)

Completed courses in Business Law for Managers, Business Writing, Project Management, Accounting, Business Management Institute, and Executive Leadership

### **Presentations**

- "Integrated Facilities Management", FEFPA, Boca Raton – July 2018
- "Grassroots approach to sustainability", Sustainable You, Tallahassee, FL – March 2016
- "Leadership – The facilities of tomorrow", IFMA World Workplace, Denver CO – October 2015
- "Project Delivery – A seven step process", IFMA World Workplace, Denver CO – October 2015
- "Sustainability – A collaborative transformation", Gulf Coast Green, Houston, TX – June 2014
- "Leadership – Innovation and collaboration in higher education facilities management", IFMA Facility Fusion conference, Washington DC -- April 2014
- "Sustainability makes financial sense", IFMA - FMCC (Facility Management Consultants Council) Webinar – February 2014
- "Sustainability makes financial sense", FMA Progressive Manufacturing and Sustainability Summit, San Antonio, TX – December 2013
- "Greening higher education facilities", Society for College and University Planners (SCUP) conference, Houston, TX – April 2010
- "Big Dreams Tight budgets", Gulf Coast Green conference, Houston, TX – April 2010,
- "Energy efficiency solutions for existing buildings", Clean air through energy efficiency (CATEE) conference, Houston, TX-- October 2009

### **Other**

- Board of Directors for the Schools of Arts and Sciences, Tallahassee, Florida (2015 – 2018)
- Serving on Tallahassee International Airport technical advisory committee (2016 – Present)
- Serving on Tallahassee and Leon County Community Resilience
- Serving on Atlantic Coast Facilities Council for Sightlines
- Commissioner on Building Standards Commission for City of Sugar Land, Texas (2009-2015)
- Conducted an external review and administrative report in 2017 for Facilities Management division at the University of Missouri, St. Louis campus (UMSL)
- Consulted and developed a project delivery program for Washington University School of Medicine in St. Louis, MO
- University of Houston President's award recipient (2006) for energy conservation work

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

<p><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</b></p>	
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Name: Matt Thursam	Date: 2/4/2018 10:49:39AM
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Home Phone: (407) 433-1698	Work Phone: (407)433-1699X	Email: thursam@yahoo.com
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Occupation: RETIRED	Employer: WALT DISNEY WORLD
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Preferred mailing location: Home Address  
Work Address: 1743 SUMMER MEADOW PLACE

City/State/Zip: TALLAHASSEE, FL 32303

Home Address: 1743 SUMMER MEADOW PLACE

City/State/Zip: TALLAHASSEE, FL 32303

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? 1 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:

- Architecture
- Construction
- Engineering
- Community Member at-large

Please provide any additional information:

Prior to retiring, I was the Manager of Supplier Diversity for WDW. I also have been a member of the FSMSDC Certification Committee, Regional Director of WBDC - Orlando, Governing Board of Athena Powerlink, Member of Regional Council and TAC for HBIF in Orlando. My knowledge in small diverse business is vast.

**(OPTIONAL)** 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.

Race: Caucasian                      Sex: Male                      Age: 70.00  
Disabled? No                      District: District 3



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.

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

Name: JOHANNA DELA CADENA Telephone: 407-414-7373  
Address: 8251 PRESIDENTS DR ORLANDO 32809

Name: KATIA MEDINA Telephone: 407-428-5872  
Address: 3201 COLONIA DR ORLANDO 32803

**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: Matt Thursam

This application was electronically sent: 2/4/2018 10:49:39AM

### **Matt Thursam**

During a 40 plus year career with the Walt Disney Company, Matt held leadership positions in both the Sourcing and Procurement and the Public Affairs segments. In his role in the Sourcing segment, his team was responsible for driving value, implementing solutions and exceeding guest's expectations for Resort guest rooms furniture, fixtures and equipment. For his final 8 years, his role in the organization changed to building strong relationships in the diverse business communities as Manager of Supplier Diversity. His main focus was on women and ethnic minority owned businesses, but he advised and supported the LGBT, Veterans and Disability segments as well. This enabled him to compile a vast network of internal and external key thought partners and decision makers. Under his guidance, Walt Disney World was honored by the Central and North Florida Supplier Diversity Council as Corporation of the Year. In 2013, he was named by DiversityInc.com as one of the Year's Champions of Diversity, a national honor. He also received the Hispanic Business Council's President's Award for Service and the cnFMSDC's award of Supplier Diversity's Advocate of the Year. Matt continues to be active through Prospera's Technical Assistance Committee, Athena Power Link Governing Board, Go for the Greens WBE Business Conference Board of Directors and the HCCMO's Supplier Diversity Committee. Matt currently advises small diverse companies on how to gain value through the supplier diversity initiatives. Matt obtained his CPM through the Institute for Supply Management and was President of the local chapter for 2 years. He and his wife reside in Leon County and have a son going to FSU.

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE

<p style="text-align: center;"><b>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</b></p>	
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Name: Sondra Timpson	Date: 6/18/2018 9:43:31AM
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Home Phone: (850) 212-4459	Work Phone: (850)617-0420X	Email: timpsos@gmail.com
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Occupation: BENEFITS ADMINISTRATOR	Employer: STATE OF FLORIDA-DEO
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Preferred mailing location: Home Address  
 Work Address: 1940 N. MONROE ST  
 NORTHWOOD CENTRE, SUITE 79  
 City/State/Zip: TALLAHASSEE, FL 32303

Home Address: 2500 MERCHANTS ROW BLVD #78  
 City/State/Zip: TALLAHASSEE, FL 32311

Do you live in Leon County? Yes      If yes, do you live within the City limits? Yes  
 Do you own property in Leon County? No      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? 9 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:

- Architecture
- Construction
- Engineering
- Community Member at-large

Please provide any additional information:

**(OPTIONAL)** 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.

Race: African American      Sex: Female      Age: 37.00  
 Disabled? No      District:

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.

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

Name: MELANIE QUINTON Telephone: 7312343386  
Address: 5753 COUNTRYSIDE DR, TALLAHASSEE FL 32317

Name: DAN MCGREW Telephone: 8505678929  
Address: 1106 LASSADE DR, TALLAHASSEE FL 32312

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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

This application was electronically sent: 6/18/2018 9:43:31AM

# Sondra Timpson

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2500 Merchants Row Blvd. #78  
Tallahassee, FL 32311  
[timpos@gmail.com](mailto:timpos@gmail.com)  
850.212.4459

## Objectives

Experienced, knowledgeable Juris Doctorate holder with excellent legal administration, program management, client relation skills, and campaign management seeking a position within an organization where a working knowledge of legal work, operations management, administration, and best practices is desired. Resourceful individual with the ability to anticipate and evaluate all issues to adequately protect clients and complete projects producing professional results while adhering to rigid deadlines. Exercise independent judgment and decision-making abilities, and a high level of confidentiality.

## Education

**Juris Doctorate** (2006)  
Western Michigan Thomas M. Cooley Law School  
**Bachelor of Arts** (2002)  
Auburn University

## Experience

### **Benefits Administrator** (9/2017 –Current)

Department of Economic Opportunity (Tallahassee, FL)

- Assist the Bureau Chief in overseeing the operations and managing of the adjudication processes.
- Oversees the management of the various adjudication units such as Employer Call Center, Employer Protest Unit, Employer Charge Tax unit, and the adjudication of claims.
- Manages and oversees the work performance and productivity of all staff in the Jacksonville and Tallahassee offices.
- Works as a liaison between Adjudication and other areas of DEO as well as with other Departments such as Department of Revenue and Third-Party Administrators (TPAs).
- Develops training standards and performance measures.
- Creates process mapping for workflow and organizational functions.
- Handles staffing for over 90 positions statewide within the Reemployment Assistance Adjudication bureau.

### **Operations and Management Consulting (OMC) Manager** (9/2010 –09/2017)

Department of Economic Opportunity (Tallahassee, FL)

- Provided seven years of management consultant services for the Office of Appeals to ensure effective and consistent management capabilities and operational procedures. This includes oversight of the planning, operations, and management of the Office of Appeals state wide
- Responsible for insuring the Office of Appeals implement the statutes, rules and policies of the Office of Appeals to provide an impartial hearing system ensuring due process to the parties, conformity with

federal appeals performance and timeliness standards, and the issuance of administrative decisions having sufficient legal strength to withstand appellate court review.

- Oversaw the management of the Governor Compliant Unit within the Office of Appeals
- Requested Supplemental Budget Request for additional federal funding. Drafted RFQs and RFPs for the business unit.
- Performed planning, consultative and administrative work by coordinating and assisting in the resolution of a variety of operational and management problems for the Office of Appeals.
- Provided direct managerial support to staff concerning Appeals Computer intranet and internet applications, operational problems, policies and report procedures. Assists with development and enhancement of these applications.
- Assisted in performing reviews, statistical analysis or compiling and presenting information about the Office of Appeals.
- Handled contract negotiations, the developing of intent to negotiate, and request for proposals ranging between \$300,000 to \$1,000,000 with vendors for the Office of Appeals and Department of Economic Opportunity.

#### **Appeals Office Administrator (2/2009 –09/2010)**

Agency for Workforce Innovation (Tallahassee, FL)

- Responsible for providing initial training to new Special Deputies and ongoing training to all Special Deputies.
- Monitored cases to ensure timely and accurate completion.
- Responsible for making recommendations regarding the staffing, physical facilities, and all personnel related activities for subordinate staff.
- Interacted with the public and was directly responsible for resolving any public complaints concerning subordinate staff.
- Interpreted policies, procedures, and laws to associates, subordinates, employers, attorneys, employees, claimants, and the general public.
- Managed the Special Deputy Tax and Liability Program and acts as liaison with DOR. Reviews drafts of Final Orders for the Director's signature, assigns cases to special deputies, and monitors special deputy work progress.
- Trained Special Deputy hearing officers and support staff.
- Provided support and training to Appeals staff regarding operational issues, policies, program legislation, rules and regulations, desk reviews, financial and programmatic issues.
- Evaluated work performed by Appeals staff to determine whether performance met federal and state quality standards. Ensured that quality reviews were conducted.

#### **Special deputy/Hearing Officer (01/2008 –02/2009)**

Agency for Workforce Innovation (Tallahassee, FL)

- Conducted hearings as an Administrative Hearing Officer pursuant to Chapter 120, Florida Statutes. Conducted administrative hearings on disputed unemployment compensation claims based on appeals filed by claimants and employers concerning the payment or denial of benefits. The formal written decision constituted final agency action.
- Analyzed the facts according to the statutory provision on appeal and any applicable rules in the Florida Administrative Code and apply interpretations issued by administrative and appellate reviewing authorities (Unemployment Appeals Commission and all Appellate Courts).
- Accepted or rejected briefs filed by parties and specifically set forth the rationale for any rejection. Resolved disputed issue of material fact, the decision must specifically set forth the dispute and the rationale by which it was resolved.

### **Law Clerk (08/2006 –01/2008)**

Law Office of Yvonne Gabrielson (Dothan, AL)

- Prepared content specific case files for attorneys reflecting supporting forms, and documentation to use during client presentations and index/cross-reference network database information.
- Prepared pleadings and other legal documents in connection with trials, hearings, and other legal proceedings.
- Handled Social Security Disability appeals.
- Liaison between the attorneys, clients, insurance carriers, law firms, government agencies, and health care providers.
- Performed computerized and law library research to obtain and gather case-relevant data and material.
- Drafted appeal briefs to the Alabama Court of Civil Appeals and Alabama Supreme Court on domestic relation issues and Alabama Rules of Civil Procedure Rule 60(b).

### **Reserve Sheriff's Deputy (05/2001 –05/2002)**

Lee County Sheriff's Department (Opelika, AL)

- Observed activities in an assigned area to maintain order, deter crime and/or traffic violations, enforce laws, and take enforcement action as appropriate.
- Responded to calls for service, evaluate the situation, and implement appropriate action, including arrest, mediation between parties, emergency medical aid, and referral to other agencies.
- Investigate observed or reported crimes, traffic accidents and offenses, and other incidents to determine the relevant factors of the crime committed.
- Wrote reports documenting information gathered and actions taken as a result of calls for service, investigations, field interviews, citations, arrests, service for civil process, use of force, and inmate disturbances.
- Regulated crowds at public gatherings, special events, and major disasters.
- Maintained security at crime scenes and accidents.

## **Community Involvement**

- Community Human Service Partnership (CHSP) Volunteer on Citizen's Review Team which decided the allocation of funds to non-profits in Leon County;
- Leadership Tallahassee Board of Governance;
- Village Square Member and Volunteer;
- Leon County School Board Mentor;
- Big Brother Big Sister of Big Bend Mentor;
- Dancing Divas, Inc. Board Member
- CASA For Kids: Court Appointed Special Advocate Volunteer (2003-2005)

## **Skills**

- FL Certified Contract Manager 1418-15082
- Campaign Management (worked on local campaigns in 2016 and 2018)
- Community Development/Strategic Planning
- Board Management
- Contract Negotiations and Contract/Grant Monitoring
- Management Analysis
- Budget Administration



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
TLC MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN  
ADVISORY COMMITTEE**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Ms. Senovia Louise Williams		<b>Date:</b> 4/4/2019 2:59:06 PM	
<b>Home Address:</b>	4010 Martha Drive Tallahassee, FL 32305	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 212-7950	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	senovia.williams@famu.edu	<b>How many years have you lived in Leon County?</b>	41

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida A&M University	<b>Work Address:</b>	640 Gamble Street Tallahassee, FL 32305
<b>Occupation:</b>	Director		
<b>Work/Other Phone:</b>	(850) 561-2108		

**(OPTIONAL)**

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.

<b>Race:</b>	Black or African American	<b>Gender:</b>	F	<b>Age:</b>	41
<b>District:</b>	District II	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Louis Dilbert	<b>Name:</b>	Levia Jackson
<b>Address:</b>	640 Gamble Street-Veteran's Affairs	<b>Address:</b>	640 Gamble Street TRIO ASC
<b>Phone:</b>	(850) 443-7906	<b>Phone:</b>	(850) 509-5296

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

**IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP**

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? **No**

Have you served on any previous Leon County committees? **No**



Are you willing to complete a financial disclosure if applicable? **Yes**

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**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? **Yes**

If yes, please explain ***I work with the university. We have articulation agreements with the local middle and high schools.***

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? **No**

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**

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? **No**

**Members on this committee must be resident of Leon County.**

**Please indicate your area of expertise.**

- Architecture
- Construction
- Engineering
- Community Member at-large

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

Signature: *Ms. Senovia Louise Williams*

The application was electronically sent: 4/4/2019 2:59:06 PM

# *Senovia L. Williams, M.S.W.*

4010 Martha Drive  
Tallahassee, FL 32305

850-212-7950  
[aivones@yahoo.com](mailto:aivones@yahoo.com)

## **Objective**

To obtain a position in an educational environment that will allow me to optimally utilize my educational and work experience.

## **Education**

### **Masters of Social Work**

The Florida State University  
*August 2006*

Tallahassee, FL

### **Bachelors of Science in Family, Child, and Consumer Science**

The Florida State University  
*December 1999*

Tallahassee, FL

## **Work Experience**

2017 *Florida Agricultural and Mechanical University*

Tallahassee, FL

### **Educational Talent Search Program Director (National TRIO Program)**

Served as the director of the TRIO Educational Talent Search Grant. Assisted low-income middle and high school students to prepare for postsecondary education. Collaborated with 8 schools within the local area to provide services. Served as a liaison between the University and target schools. Responsibilities included: staff development, training, grant management, curriculum development, event planning, budget management, inventory control, travel coordination, program evaluation, and created annual performance reports for federal government.

2016-2017 *University of South Florida/Florida Department of Education*

Tallahassee, FL

### **21<sup>st</sup> Century Community Learning Centers Program Development Specialist**

Provide grant management and technical assistance to sub-recipients for the federal 21<sup>st</sup> Century Community Learning Centers and Florida Department of Education. Work as a liaison between the Department of Education and K-12 districts and Community Based Organizations for program quality assurance. Conducted budget and technical review for new grants and existing grants. Facilitated conferences and workshops. Responsibilities included: grant management, site visits, monitoring and compliance, budget analysis, data entry, program evaluation, assessment, public speaking, curriculum review and development.

2013-2016 *Florida Agricultural and Mechanical University*

Tallahassee, FL

### **Visiting Assistant Professor/Adjunct Professor**

Provided challenging coursework that incorporated differentiated instruction and culturally relevant pedagogy to students. Promoted utilization of technology, active learning techniques and hands on approach to learning. Designed and implemented course curriculum and structure, provided guidance,

support, and assistance in comprehension of course material. Provided academic advising and career counseling to students. Collaborated effectively with colleagues for support and assistance. Instructed various classes including: Introduction to Social Work, History of Social Welfare, Professional Development in Social Work, School Social Work, Social Work in Healthcare Practice, Youth In Crises, and Social Work with Communities and Organizations, and Self-Awareness and Human Diversity.

2010-2015 *Tallahassee Community College*  
**GEAR UP Florida Project Coordinator**

Tallahassee, FL

Collaborated with the Florida Department of Education to oversee federal grant project functions. Served as one of the administrators for a college readiness program for K-12 students in the State of Florida. Collaborated with seven school districts and ten schools within the State of Florida for program implementation and quality assurance. Provided staff development, training and evaluation. Provided staff supervision for over 100 employees. Provided academic advising and career counseling to students. Assisted schools with School Improvement Plans, Response to Intervention, and Positive Behavior Support Systems. Responsibilities included: grant management, grant writing, curriculum planning, event planning, workshops for staff, parents and students, travel coordination, management of a multi-million dollar annual budget. Monitored programs and curriculum for fidelity. Created annual performance report for federal government.

2008-2010 *Tallahassee Community College*  
**Educational Talent Search Program Specialist (National TRIO Program)**

Tallahassee, FL

Assisted low-income middle and high school students to prepare for postsecondary education through the federal TRiO grant program. Planned and coordinated activities. Provided financial aid and college enrollment workshops. Provided academic advising and career counseling to students. Served as a liaison between K-12 school districts, community agencies, colleges and universities. Responsibilities included: knowledge of federal grants, staff development/training, staff supervision, recruitment, curriculum development, grant writing, grant management, data collection, and data interpretation.

2006-2008 *Leon County School Board*  
**School Social Worker**

Tallahassee, FL

Served as a member of the Student Services Department for Leon County School District. Assisted with Exceptional Student Education eligibility. Served on the school's Multidisciplinary Intervention Assistance Teams. Conducted family, behavior, classroom and academic assessments. Provided classroom assistance for teachers. Assisted schools with Positive Behavior Support Systems and the Response To Intervention (RtI) Model. Responsibilities Included: data analysis and interpretation, written communication, problem solving, evaluation, truancy, drop-out prevention, knowledge of community resources, individual and group counseling.

2004-2006 *Leon County School Board*  
**Office Manager** Fairview Middle School Guidance Department

Tallahassee, FL

Served as an administrative assistant to the guidance departments and faculty. Coordinated and scheduled parent/teacher conferences. Served as secretary on the School Advisory Council. Participated in development of School Improvement Plan. Responsibilities included: e-mail correspondence, filing clerk, working with student's cumulative records, supervision of student office aides, and data processing.

*References are available upon request*



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
VALUE ADJUSTMENT BOARD**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-6300 or by e-mail at smachm@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Gregory Cowan		<b>Date:</b> 1/22/2019 12:28:24 PM	
<b>Home Address:</b>	1415 Alshire Court South Tallahassee, FL 32317	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 509-7036	<b>Is it located within the City limits?</b>	No
<b>Email:</b>	gcowan0927@gmail.com	<b>How many years have you lived in Leon County?</b>	22

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Justice Administrative Commission	<b>Work Address:</b>	227 North Bronough Street, Suite 2100 Tallahassee, FL 32317
<b>Occupation:</b>	Senior Management Analyst		
<b>Work/Other Phone:</b>	(850) 488-2415 Ext.224		

**(OPTIONAL)**

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.

<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	52
<b>District:</b>	District V	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Grayson Walters	<b>Name:</b>	
<b>Address:</b>	Animal Services Center, 1125 Easterwood Drive, Tallahassee	<b>Address:</b>	
<b>Phone:</b>	(850) 891-2950	<b>Phone:</b>	

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

**IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP**

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee? **Yes**

If Yes, on what Committee(s) are you a member? **Value Adjustment Board**  
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Have you served on any previous Leon County committees? **Yes**

If Yes, on what Committee(s) have you served? **Leon County Human Services Grants Review Committee**

Are you willing to complete a financial disclosure if applicable? **Yes**

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**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership? **No**

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**

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity? **No**

**The County appointed citizen member must own homestead property in Leon County.**

Do you own homestead property in Leon County? **Yes**

**The School Board appointed citizen member must own a business occupying commercial space located within the school district. This person must, during the entire course of service, own a commercial enterprise, occupation, profession, or trade conducted from a commercial space located within the school district and need not be the sole owner.**

Do you own a business occupying commercial space located within the school district? **No**

**In accordance with F.S. § 194.015, citizen members may not be a member or employee of any taxing authority.**

Are you a member or employee of any taxing authority? **No**

**In accordance with F.S. § 194.015, citizen members may not represent property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.**

Do you represent property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes? **No**

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

Signature: *Gregory Cowan*

The application was electronically sent: 1/22/2019 12:28:24 PM

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**Gregory J. Cowan, CPM**

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**Summary**

Certified public manager with the ability to balance multiple and conflicting priorities. Proven effective leader in high pressure and stressful professional environments. Effective communicator, presenter, writer, and instructor. Analytical thinker with excellent technical and computer skills. Strong work ethic and task oriented with a focus on integrity and service.

**Contact Information**

**Office**

227 North Bronough Street, Suite 2100  
Tallahassee, Florida 32301  
(850) 488-2415, extension 229 (Office)  
[greg.cowan@justiceadmin.org](mailto:greg.cowan@justiceadmin.org)  
<https://www.linkedin.com/in/gregory-j-cowan-cpm-66878839/>

**Home**

1415 Alshire Court South  
Tallahassee, Florida 32317  
(850) 509-7036 (Mobile)  
[gcowan0927@gmail.com](mailto:gcowan0927@gmail.com)

**Education**

Master of Arts, University of South Carolina  
Sociology, May, 1991

Bachelor of Arts, University of West Florida  
Social Sciences Interdisciplinary, April, 1989

**Professional and Academic Interests**

Criminal and Civil Justice  
Budget and Operational Policy  
Social and Economic Inequality

Judicial Administration  
Emergency Management  
Race and Ethnicity

**Professional Experience**

***Senior Management Analyst, Justice Administrative Commission, Tallahassee, Florida, February 1, 2016 to Present.***

Providing analytical and managerial expertise and working independently on a variety of policy, legislative, budget, and operational matters. Specific duties include: sharing responsibility as the agency's Records Management Liaison Officer (RMLO), pursuant to s. 257.36, F.S.; developing and managing a systemic records retention program for the agency; tracking and implementing Legislative issues; managing the online legal research contract; representing the agency during regional and statewide workshops and conferences; identifying and conducting research on issues of significance to the JAC; assisting with the agency's Continuity of Operations Management plan; assisting the Executive Office with the researching, drafting, and preparation of reports.

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**Consultant**, *National Center for State Courts, Williamsburg, Virginia, June, 2009 to Present.*  
(Part-time employment as projects warrant)

Serving as a national-level expert on court emergency management. Specific duties include: developing and writing grant proposals, reports, educational programs, and video scripts as requested; conducting literature reviews, interviews, and field research; presenting at national and international conferences; and assisting in the improvement of courts' capabilities to respond and recover from emergency events.

**Budget Director**, *Florida Clerks of Court Operations Corporation, Tallahassee, Florida, November 3, 2014 to September 30, 2015.*

Developing statewide budget policy and providing leadership and supervision within a team of budget managers to assist with the coordination, analysis and development of the clerk of court state budgeting processes. Specific duties include: providing independent leadership and supervision within the team of budget managers, developing statewide budget policies, analyzing funding needs, developing/evaluating objectives for budgets, overseeing budget instructions training, conducting technical reviews of clerk budget requests, monitoring the budget status for each clerk's office, providing budget training, conducting research, compiling information/data, preparing/reconciling periodic and special complex financial reports/presentations, serving as lead staff to clerks and staff workgroups.

**Senior Budget Manager**, *Florida Clerks of Court Operations Corporation, Tallahassee, Florida, September 1, 2009 to November 2, 2014. (Temporary assignment from the Leon County Clerk's Office in May, 2009 became permanent in September, 2009.)*

Developing statewide budget policy and providing leadership and supervision within a team of budget managers to assist with the coordination, analysis and development of the clerk of court state budgeting processes. Specific duties include: providing independent leadership and supervision within the team of budget managers, developing statewide budget policies, analyzing funding needs, developing/evaluating objectives for budgets, overseeing budget instructions training, conducting technical reviews of clerk budget requests, monitoring the budget status for each clerk's office, providing budget training, conducting research, compiling information/data, preparing/reconciling periodic and special complex financial reports/presentations, serving as lead staff to clerks and staff workgroups.

**Assistant Courts Director**, *Leon County Clerk of the Circuit Court, Tallahassee, Florida, June 1, 2007 to September 1, 2009.*

Providing departmental planning and management, business process mapping, and initiating improvement projects for the courts department. Specific duties included: assisting the director in coordinating activities of staff to insure continuing operations, maximizing productivity, and improving efficiency in the delivery of services to customers; coordinating technology and process improvement projects within the department, within the clerk's office, and with partner agencies and customers; preparing external reports on performance and budget; assuming second seat in the leadership of the 100 plus employees of the department; assuming

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management responsibility for the department in the absence of the director; working independently with little supervision within established policies and procedures.

***Court Operations Consultant***, Florida Supreme Court, Office of the State Courts Administrator (OSCA), Court Services Section, Tallahassee, Florida, September 22, 2001 to May 31, 2007.

Assisting in the development of statewide policy for the judicial branch, staffing court committees, performing duties related to branch emergency preparedness efforts, and performing the duties related to development and maintenance of OSCA's website. Specific duties included: serving as the alternate emergency coordinating officer for the branch; serving as the branch representative with the State Emergency Response Team; serving as primary staff on the Florida Supreme Court Work Group on Emergency Preparedness, Work Group on Standards for Jury Panel Sizes, Task Force on the Management of Cases Involving Complex Litigation, and the Commission on District Court of Appeal Performance and Accountability; and creating and maintaining web pages.

***Senior Court Analyst II***, Florida Supreme Court, Office of the State Courts Administrator, Trial Court Funding Policy Section, Tallahassee, Florida, October 1, 2000 to September 21, 2001.

Assisting in the implementation of changes in court funding, staffing court committees, conducting audits and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: developing survey instruments; gathering data; analyzing data; planning and participating in audits; conducting training sessions; preparing and participating in presentations to committees; and creating and maintaining web pages.

***Senior Court Analyst I***, Florida Supreme Court, Office of the State Courts Administrator, Trial Court Funding Policy Section, Tallahassee, Florida, January 4, 2000 to October 1, 2000.

Assisting in the implementation of changes in court funding, staffing court committees, conducting audits and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: developing survey instruments; gathering data; analyzing data; planning and participating in audits; conducting training sessions; preparing and participating in presentations to committees; and creating and maintaining web pages.

***Senior Court Analyst I***, Florida Supreme Court, Office of the State Courts Administrator, Court Services Division, Tallahassee, Florida, May 1, 1998 to January 4, 2000.

Responsible for auditing Florida's Summary Reporting System (SRS), assisting in the staffing of court committees and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: preparing and participating in field audits; compiling and analyzing data from the audits; writing audit reports; preparing and participating in presentations to committees; and creating and maintaining web pages.

***Correctional Services Assistant Administrator***, Florida Department of Corrections, Bureau of Sentence Structure, Tallahassee, Florida, February 7, 1997 to April 30, 1998.

Supervising the Court Orders section of the Florida Department of Corrections. Specific duties included: supervising the section's other employees; analyzing and processing all high priority



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court orders (death row, releases, appellate court orders); regularly communicating with court staff, law enforcement, and the general public; and developing statistical tools to track the section's progress.

***Correctional Probation Officer, Florida Department of Corrections, Probation and Parole Services, Panama City and Tallahassee, Florida, January 22, 1993 to February 1, 1996 and July 26, 1996 to February 7, 1997.***

Monitoring and directing felony probationers. Specific duties included: developing supervision plans; coordinating probationer's activities; regularly interacting with the public; reporting probationer's activities to the court; testifying in court regarding probationers' compliance with court orders; coordinating and supervising a college intern program; and some investigative duties as described below.

***Correctional Probation Officer -- Investigator, Florida Department of Corrections, Probation and Parole Services, Panama City, Florida, February 1, 1996 to July 26, 1996.***

Collecting and reporting data regarding defendants' criminal histories and circumstances of current offenses pending before the court. Specific duties included: collecting information by means of NCIC, FCIC, and other automated systems; collecting information by means of personal contacts; analyzing criminal histories and current offenses as they related to Florida laws regarding sentencing guidelines; developing official records and sentencing documents; assisting in the development of a sentencing guidelines data base; developing a manual to be used by other officers in creating sentencing guideline scoresheets; and conducting training sessions with other officers regarding the specifics associated in creating sentencing guideline scoresheets.

***Probation Counselor, Salvation Army, Corrections Department, Panama City, Florida, August 19, 1991 to January 21, 1993.***

Monitoring and directing a misdemeanor case load. Specific duties included: developing and implementing a supervision plan; reporting offender progress to the courts; personally presenting violators to the court for consideration; directing offenders regarding the completion of their requirements; monitoring offender criminal activity; and interacting with others regarding the offenders under supervision.

**Academic Experience**

***Adjunct Sociology Instructor, Bainbridge College, Division of Arts and Sciences, Bainbridge, Georgia, Summer, 1999 to Fall, 2000.***

Instructing a college level academic course in sociology. Specific duties included: developing a course syllabus; reviewing current trends in the discipline; analyzing and interpreting statistical data; communicating concepts to the students; dealing with controversial subject matter; evaluating the progress of the students; developing course website; and administrative duties.

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**Adjunct Sociology Instructor**, *Gulf Coast Community College, Division of Social Sciences, Panama City, Florida, Fall, 1991 to Summer, 1996.*

Instructing a college level academic course in sociology. Specific duties included: developing a course syllabus; reviewing current trends in the discipline; analyzing and interpreting statistical data; communicating concepts to the students; dealing with controversial subject matter; evaluating the progress of the students; and administrative duties.

**Graduate Assistant**, *University of South Carolina, Department of Sociology, Columbia, South Carolina, Fall, 1989 to Spring, 1991.*

Assisting assigned professor in teaching, administrative and research responsibilities. Specific duties included: answering student questions; grading student progress; and proctoring exams and library research associated with professor's objectives.

**Presentations**

"'Keep the Courts Open' Concepts and Elements in Court Emergency Management." *Bailiffs and Warrant Officers Seminar*. Texas Municipal Courts. Austin, Texas. May 15, 2018.

"Emergency Management for Judicial Related Offices." Justice Administrative Commission sponsored statewide webinar. November 30, 2017.

"Records Management Basics." Presented jointly with Sandra Tuller. Florida Governmental Finance Officers Association sponsored statewide webinar. September 21, 2017.

"JAC Online Legal Research." Presented jointly with Ann Whiting and other staff with LexisNexis. Justice Administrative Commission and LexisNexis sponsored statewide webinar. September 18, 2017.

"Strategic Planning for Disasters: Communicating and Implementing EM Principles in a Non-EM Governmental Entity." *Florida Governmental Finance Officers Association Annual Conference*. Hollywood, Florida. June 25, 2017.

"Emergency Management: Applying Lessons from the Past to the Upcoming 2017 Hurricane Season and Beyond." Presented jointly with Wayne Meyer. *Connect and Collaborate II: Justice Administrative Commission Training Conference*. Altamonte Springs, Florida. May 18, 2017.

"Justice Administrative Commission Overview and Clerk Related Issues." Presented jointly with Alton L. "Rip" Colvin. *Florida Association of Court Clerks New Clerks Training*. Tallahassee, Florida. March 14, 2017.

"Overview of the Justice Administrative Commission and the Juror Cost Initiative." *Regional Court Operations State Partners Workshop*. Clearwater, Florida. August 17, 2016.

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"Overview of the Justice Administrative Commission and the Juror Cost Initiative." *Regional Court Operations State Partners Workshop*. Tallahassee, Florida. August 11, 2016.

"Overview of the Justice Administrative Commission and the Juror Cost Initiative." *Regional Court Operations State Partners Workshop*. Crestview, Florida. August 10, 2016.

"Overview of the Justice Administrative Commission and the Juror Cost Initiative." *Regional Court Operations State Partners Workshop*. Gainesville, Florida. August 5, 2016.

"Overview of the Justice Administrative Commission and the Juror Cost Initiative." *Regional Court Operations State Partners Workshop*. Palm Beach Gardens, Florida. July 25, 2016.

"Keeping Justice Open." *Connect and Collaborate: Justice Administrative Commission Training Conference*. Altamonte Springs, Florida. May 4, 2016.

"Court Community Preparation: What Every Court Employee Needs to Know." *Mid-Atlantic Association for Court Management Mid-Year Conference*. Dover, Delaware. June 3, 2015.

"Communicating and Implementing Continuity Planning in a Non-EM Organization." *Florida Division of Emergency Management Continuity of Government - Continuity of Operations Workshop and Training*. Orlando, Florida. December 16, 2014.

"Budget Tips and Tools." Presented jointly with Joe Valentino, Chad Crews, and Chuck Stiles. *Florida Association of Court Clerks and Comptrollers Winter Conference*. Jacksonville, Florida. January 30, 2014.

"CCOC Presentation to New Court Clerks." Presented jointly with The Honorable Bob Inzer, The Honorable Stacy Butterfield, The Honorable Jeffery Smith, John Dew, Doug Isabelle, and Russ Duncan. *Florida Court Clerks and Comptroller New Clerks Training*. Key West, Florida. May 16, 2013.

"CCOC Presentation to New Court Clerks." Presented jointly with The Honorable Bob Inzer, John Dew, Joe Boyd, and Doug Isabelle. *Florida Court Clerks and Comptroller New Clerks Training*. Tallahassee, Florida. December 6, 2012.

"Communicating and Implementing Continuity Planning In a Non-EM Organization." *Florida Division of Emergency Management Continuity of Government - Continuity of Operations Workshop and Training*. Orlando, Florida. December 4, 2012.

"Continuity Planning and Guidance: Communicating Continuity Planning In a Non-EM Organization." *Federal Emergency Management Agency Continuity of Operations Strategic Planning Conference*. Rochester, New York. July 26, 2012.

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“Clerks’ Budget and Allocation.” Presented jointly with The Honorable Bob Inzer and Doug Isabelle. *Florida Association of Court Clerks and Comptrollers Summer Conference*. Tampa, Florida. June 14, 2011.

“Emergency Management Planning.” Luncheon presentation to the Tallahassee Chapter of the Institute of Internal Auditors. Tallahassee, Florida. September 23, 2010.

“Emergency Management: Courts and the Preservation of the Rule of Law.” Presented jointly with Cynthia Easterling. Institute for Court Management. National Center for State Courts. Phoenix, Arizona. August 31-September 3, 2010.

“Clerks’ Budget Process.” Presented jointly with The Honorable Richard Weiss, Stacy Butterfield, John Dew, and Doug Isabelle. *Florida Association of Court Clerks and Comptrollers Summer Conference*. St Augustine, Florida. June 29, 2010.

“COOP and Pandemic Planning: Why and How.” *National Association of Court Managers Mid-Year Conference*. Colorado Springs, Colorado. February 2, 2010.

“Emergency Management: Courts and the Preservation of the Rule of Law.” Presented jointly with Cynthia Easterling. Institute for Court Management. National Center for State Courts. Melbourne, Florida. October 21-23, 2009.

“Emergency Planning in the Courts.” Presented jointly with Justice Ian Cowan and Judge John Cleland. *Judges’ Conference on Courts and Emergency Management*. Charlottetown, Prince Edward Island, Canada. October 5-6, 2009.

“COOP Planning: Maintaining the Rule of Law. Planning for a Pandemic within an All-Hazards Context.” Video recording. National Center for State Courts. Williamsburg, Virginia. June 2, 2009. (See <https://drive.google.com/file/d/0B7H63B1fLq3OU80LUV6WHVVOVv/view?usp=sharing>)

“COOP Planning: Maintaining the Rule of Law. State Courts and the ‘Wars against Terror.’” Video recording. Institute for Court Management. National Center for State Courts. Williamsburg, Virginia. December 22, 2008.

“Emergency Management: Courts and the Preservation of the Rule of Law.” Presented jointly with Marie Schlesinger. Institute for Court Management. National Center for State Courts. Houston, Texas. August 6-8, 2008.

“Keep the Courts Open – All-Hazards Court Emergency Preparedness Planning.” *Annual Conference of the Texas Association for Court Administration*. San Antonio, Texas. October 12, 2007.

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“Bioterrorism and All-Hazards Preparedness – Implications to the Legal Community: Are You Ready?” Presented jointly with Cecilia Rokusek, Daniel Stier, Patrick Sweeney, and Richard McNelis. Nova Southeastern University, School of Medicine. Fort Lauderdale, Florida. September 9, 2007.

“Emergency Preparedness and Security Workshop.” Presented jointly with J.D. Gingerich, Pete Hollingsworth, and Carolyn Ortwein. Little Rock, Arkansas. September 6, 2007.

“Preparing for the Coming Influenza Pandemic.” Presented jointly with Judge Janet Ferris. *Florida Conference of County Judges Annual Business Program*. Marco Island, Florida. July, 2007.

“Courts and Calamities: Responding to Catastrophes.” Presented jointly with Judge Janet Ferris, Tom Hall, Judge Madeleine M. Landrieu, Shelia Simms, and Robin Wright. *Florida Conference of Circuit Judges Annual Business Program*. Marco Island, Florida. June, 2007.

“Emergency Preparedness.” *Chief Judges and Trial Court Administrators’ Education Program*. Fort Myers, Florida. May 24, 2007.

“The Courts, Public Health, and Legal Preparedness.” Presented jointly with Judge John Cleland, Francis Schmitz, Daniel Stier, and Patrick Sweeney. *Public Health Preparedness Summit*. Washington, DC. February 23, 2007.

“Disaster Planning.” Presented jointly with Adam Kilgore and Marta Schnabel. *National Organization of Bar Counsel Mid-Year Meeting*. Miami Lakes, Florida. February 9, 2007.

“Keep the Courts Open.” Presented jointly with Lisa Goodner. *Committee on the Judiciary, Florida Senate*. Tallahassee, Florida. February 6, 2007.

“Keep the Courts Open.” *Florida Association of Court Clerks Records Seminar*. Destin, Florida. January 26, 2007.

“Developing Your Court’s Response to Pandemic Flu.” Presented jointly with Carolyn Ortwein. *Western Conference of State Court Administrators Regional Workshop*. Napa, California. October 27, 2006.

“Surviving Successfully: Disaster and Business Continuity Planning.” Presented jointly with Jannet Lewis. *Court Solutions Conference*. Baltimore, Maryland. September 19 - 20, 2006.

“Florida Courts Continuity of Operations Plan.” *Emergency Public Health Legal Preparedness Seminar* (a session at The Florida Bar’s CLE Program). Tampa, Florida. September 15, 2006.

“Keep the Courts Open.” Presented jointly with Chief Judge Kim Skievaski. 2006

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*Annual Education Program of the Florida Conference of District Court of Appeal Judges.* Ponte Vedra Beach, Florida. September 12, 2006.

“Disaster Preparedness – Continuity of Courtroom Operations in a Crisis.” *American Bar Association Annual Meeting.* Honolulu, Hawaii. August 4, 2006.

“Court Security: Emergency Preparedness.” Presented jointly with Steve Steadman, John Voelker, Timm Fautsko, and Judy Cramer. *National Association of Court Managers Annual Conference.* Fort Lauderdale, Florida. July 9-13, 2006.

“Panel Discussion: Pandemic Planning Issues for the Florida State Courts.” *Florida State Courts Prepare: Planning for Pandemic as Part of an “All-Hazards” Approach.* Orlando, Florida. June 26, 2006.

“Keep the Courts Open.” *Florida Association of Court Clerks Summer Conference.* Lake Buena Vista, Florida. June 20, 2006.

“The Courts: Guardians of Health and Liberty.” Presented jointly with Judge Carolyn King, William Lehman, and Francis Schmitz. *The Public’s Health and the Law in the 21st Century.* Atlanta, Georgia. June 12, 2006.

“Keep the Courts Open.” *Florida Association of Court Clerks New Clerks Training.* Apalachicola, Florida. March 9, 2006.

“The Technology of Disasters: What you can learn about Court Emergency Preparedness from Hurricane Battered Florida.” Presented jointly with Craig Waters and Alan Neubauer. *Court Technology Conference (CTC9).* Seattle, Washington. September 14, 2005.

“Keep the Courts Open.” *Florida State Courts Public Information Officer Conference.* Tallahassee, Florida. June 2, 2005.

“Emergency Preparedness in the Florida State Courts.” *Florida Trial Court Administrators’ Educational Program.* Amelia Island, Florida. December 11, 2004.

“Keeping the Courts Open After 7/1.” Presented jointly with Charlotte Jerrett. *Florida Trial Court Administrators Round Table.* Amelia Island, Florida. December 7, 2003.

“Emergency Preparedness Plans: An Overview of Policy & Practice Issues.” *9-11 Summit: Courts in the Aftermath of September 11th.* New York, New York. September 27, 2002.

“Emergency Preparedness Planning: A Workshop.” *9-11 Summit: Courts in the Aftermath of September 11th.* New York, New York. September 27, 2002.

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“Continuity of Operations Plan.” *Florida State Courts Emergency Coordinating Officer Training*. Tampa, Florida. July 31 and August 1, 2002.

“Establishment of the Court Emergency Management Group and the Emergency Preparedness Process.” *Florida State Courts Emergency Coordinating Officer Training*. Tampa, Florida. July 31 and August 1, 2002.

“Emergency Preparedness.” *Florida Association of Court Clerks New Clerks Training*. Palm Coast, Florida. March, 2002.

Assisted Chief Justice Charles T. Wells, Florida Supreme Court and senior staff in presentations in each of the 20 judicial circuits. The presentation was entitled “Toward the Implementation of Revision 7,” Fall, 2000 to Spring, 2001.

“The Effects of Dependency on Growth: An Initial Replication of Bornschier and Chase-Dunn’s Transnational Corporations and Underdevelopment.” *International Network for Social Network Analysis Annual Meeting*. Tampa, Florida. Fall, 1990.

**Publications, Articles, and Letters**

Cowan, Gregory J. “COOP Mini: A Mini Guide to Continuity Planning at the Justice Administrative Commission.” February, 2018.

Cowan, Gregory J. and Meyer, Wayne. “JAC’s Emergency Management Collaboration Efforts.” *The JAC Express*, volume VII, issue 4, page 3. July-August, 2016.

Cowan, Gregory J. and Meyer, Wayne. “JAC’s Emergency Management Collaboration Efforts.” *The JAC Informer*, volume VII, issue 4, page 3. July-August, 2016.

Cowan, Gregory J. “An Alternative Perspective to the Ethics Decision Rules and Application of this Alternative to Level IV of the Certified Public Manager Program.” Exam submitted in completion of Level Four of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. August 18, 2016.

Cowan, Gregory J., Vasquez, Veronica. “Records Management at the JAC – A Team Approach.” *The JAC Informer*, volume VI, issue I, page 12. January-February, 2016.

Cowan, Gregory J. “The Concept of Leadership Defined and Applied in a Double Loop Learning Opportunity.” Exam submitted in completion of Level Three of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. February 4, 2016.

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Cowan, Gregory J. "Budget editorial does not speak for all members of community." *Tallahassee Democrat*, volume 110, issue number 258, page 4a. September 14, 2015.

Fautsko, Timothy F., Cowan, Gregory J., et al. "The Effects of Hurricane Sandy on State Courts in Pennsylvania, New Jersey, and New York Lessons Learned." National Center for State Courts and State Justice Institute. December 17, 2014.

Cowan, Gregory J. "Ebola Response: A Practical Approach for Court Administration." *Court Express*, National Association for Court Management, volume 15, number 4. November, 2014.

Cowan, Gregory J. "Ebola Response: A Practical Approach for Court Administration." American Judges Association (AJA) Blog. October 20, 2014.

Cowan, Gregory J., Inzer, Bob, Dew, John, et al. "CFY 2014-15 Clerks' Proposed Budget Request." Florida Clerks of Court Operations Corporation. August 1, 2014.

Berson, Steve, Cowan, Gregory J., Fautsko, Timothy F., et al. "Lessons Learned by the Courts in the Wake of Hurricane Sandy." Grant proposal submitted to the State Justice Institute. October, 2013. (Proposal was approved by the State Justice Institute in December, 2013.)

Cowan, Gregory J. "Don't buy that race is no longer a factor." *Tallahassee Democrat*, volume 108, issue number 187, page 4A. July 6, 2013.

Cowan, Gregory J. "An Interesting Subject." Exam submitted in completion of Level Two of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. March 18, 2013.

Cowan, Gregory J. "Reward dedication of state workers." *Tallahassee Democrat*, volume 108, issue number 38, page 5A. February 7, 2013.

Cowan, Gregory J. "Tax committee has chance to shape our future." *Tallahassee Democrat*, volume 107, issue number 363, page 5A. December 28, 2012.

Cowan, Gregory J., Inzer, Bob, Dew, John, et al. "SFY 2013-14 Clerks' Legislative Budget Request." Florida Clerks of Court Operations Corporation. November 30, 2012.

Cowan, Gregory J. and Fautsko, Timothy F. "Coordination of State Level Emergency Management Operations Between the Executive and Judicial Branches of State Government from the National Center for State Courts." Grant proposal submitted to the State Justice Institute. July, 2012. (Proposal was not approved by the State Justice Institute but lead to the development of the later proposal approved by the State Justice Institute in December, 2013.)



January, 2019  
Curriculum Vitae

**Gregory J. Cowan, CPM**

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Stier, Daniel D., Nicks, Diane, Cowan, Gregory J. "The Courts, Public Health, and Legal Preparedness." *American Journal of Public Health*. volume 97, supplement 1, page S69. April, 2007.

Cowan, Gregory J. "Florida State Courts Strategy for Pandemic Influenza." March, 2006. (Written under the direction of the members of the Unified Supreme Court/Branch Court Emergency Management Group and additional attorneys with the Office of the State Courts Administrator. These efforts were recognized in July 2007 by the White House in the *National Strategy for Pandemic Influenza Implementation Plan One Year Summary*.)

Waters, Craig, Cowan, Gregory J., Neubauer, Alan. "The Technology of Disasters: What You Can Learn about Court Emergency Preparedness from Hurricane-Battered Florida." *Court Technology Conference (CTC9)*. Seattle, Washington. September 14, 2005.

Cowan, Gregory J. and Youchock, Gregory. White Paper: "Standard Jury Panel Sizes and the Effects of Recent Reiteration of Jury Efficiency Measures." May 24, 2004.

Cowan, Gregory J. "Emergency Preparedness in the Florida Judicial Branch." *The Court Manager*, volume 19 issue 1, page 22. Spring, 2004.

Cowan, Gregory J. "OSCA Diversity Work Group Steadfastly Committed to Its Charge." *Full Court Press*, page 14. January-February, 2004.

Cowan, Gregory J. "Court Administration Prepares for July 1, 2004." *Full Court Press*, page 8. November- December, 2003.

Cowan, Gregory J. "Two Years Later – September 11th and the Florida State Courts." *Full Court Press*, page 2. September-October, 2003.

Cowan, Gregory J. and Long, Tom. White Paper: "9/11 Plus Two in the Florida State Courts: The Implementation of "Keep the Courts Open" and Future Efforts in Emergency Preparedness." September 11, 2003.

Cowan, Gregory J. and Youchock, Gregory. "Improving Florida's Jury System: Fiscal Necessity and Continued Responsibility." *Full Court Press*, page 3. July-August, 2003.

Cowan, Gregory J. "Lack of social imagination compounds the race issue." *Capital Outlook* volume 28, number 27, page 5A. July 10-16, 2003.

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Cowan, Gregory J. "Racial insensitivity symptom of denial of human dignity." *Capital Outlook* volume 27, number 52, page 5A. December 26-January 1, 2003.

Cowan, Gregory J. "Wallace's words turned out to be more prophetic than King's." *Capital Outlook* volume 27, number 09, page 5A. February 28-March 6, 2002.

Cowan, Gregory J. "With all values comes a need to sacrifice that some shun." *Capital Outlook* volume 27, number 05, page 5A. January 31-February 6, 2002.

Cowan, Gregory J. "Let us not return to a philosophy that has already failed." *Capital Outlook* volume 26, number 49, page 7A. December 20-26, 2001.

Cowan, Gregory J. "Need for stability among moderate whites key to equality." *Capital Outlook* volume 26, number 45, page 5A. November 22-28, 2001.

Cowan, Gregory J. "Courts Prepare for Revision 7 Transition." *Full Court Press* volume 8, number 2, page 1. May-June, 2001.

Cowan, Gregory J. "Florida State Courts' New and Still Improving Web Site." *Full Court Press* volume 7 number 1, page 8. January-February, 2000.

**Professional Memberships and Activities**

Team Member, National Center for the State Courts' Project on Continuity of Court Operations, October, 2018 to Present.

Chair, Technology Subcommittee of the Conference Program Committee, Florida Government Finance Officers Association, July, 2017 to Present.

Team Member, National Center for the State Courts' Project Assisting the Minnesota State Courts Develop a Continuity of Operations Plan, June, 2017 to February, 2018. (The project was successfully completed in January, 2018.)

Member, Florida Records Management Association, November, 2016 to December, 2017.

Member, Florida Government Finance Officers Association, April, 2016 to Present.

Team Member, National Center for the State Courts and State Justice Institute's Project for Documenting the Lessons Learned by the Courts in the Wake of Hurricane Sandy, January, 2014 to December, 2014. (The project was successfully completed in December, 2014.)

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Member, American Sociological Association, May, 2011 to June 2015.

Staff, Budget Committee, Florida Clerks of Court Operations Corporation, September, 2009 to September, 2015.

Temporary Other Personnel Services (TOPS) Employee, National Center for State Court, June, 2009 to Present. (Transferred between active and inactive status as projects warrant.)

Team Leader and/or Member, Emergency Management Faculty Team, Institute of Court Management, National Center for State Court, December, 2007 to September, 2010.

Member, National Coalition for Emergency Management in the Courts, October, 2006 to September, 2007.

Staff, Task Force on the Management of Cases Involving Complex Litigation, Florida Supreme Court, September, 2006 to May, 2007.

Member, National Association for Court Management, May, 2006 to May, 2016.

Team Member, National Center for State Court's Project for the Kansas State Courts to Develop Statewide Standards for Security, Emergency Preparedness, Disaster Recovery, and Response to Pandemic Flu, February, 2006 to May, 2006.

Staff, Work Group on Standards for Jury Panel Sizes, Florida Supreme Court, September, 2004 to March, 2006.

Staff, Commission on District Court of Appeals Performance and Accountability, Florida Supreme Court, October, 2002 to March, 2003.

Member, Diversity Work Group, Office of the State Courts Administrator, August, 2002 to February, 2004.

Member, Unified Court Emergency Management Group, Florida Supreme Court, May, 2002 to June, 2007.

Staff, Work Group on Emergency Preparedness, Florida Supreme Court, September, 2001 to March, 2002.

**Professional Recognitions and Certifications**

Lean Six Sigma Advanced Yellow Belt, Florida Sterling Council and ETS, inc., August, 2018.

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**Gregory J. Cowan, CPM**

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Certified Public Manager, The State of Florida, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, July, 2017.

Recognition by the White House in the *National Strategy for Pandemic Influenza Implementation Plan One Year Summary* for the March, 2006 publication "Florida State Courts Strategy for Pandemic Influenza." July, 2007.

Certificate of Appreciation, Awarded by Joseph P. Farina, Chief Judge, Eleventh Judicial Circuit, November 14, 2005.

Chief Justice's Commendation, Awarded by Barbara J. Pariente, Chief Justice, Florida Supreme Court, June 3, 2005.

Employee Recognition Award, Awarded by Lisa Goodner, State Courts Administrator, Office of the State Courts Administrator, October, 2004.

Chief Justice's Commendation, Awarded by Harry Lee Anstead, Chief Justice, Florida Supreme Court, August 12, 2002.

**Professional Development**

The Sterling Management System: A Framework for Achieving and Sustaining Performance Excellence, Florida Sterling Council and ets, Inc., Tallahassee, Florida September 6, 2018.

Project Management, Florida Sterling Council and ets, Inc., Tallahassee, Florida August 6, 2018.

DMAIC (Define-Measure-Analyze-Improve-Control), Florida Sterling Council and ets, Inc., Tallahassee, Florida July 13, 2018.

Lean Six Sigma Yellow Belt, Florida Sterling Council and ets, Inc., Orlando, Florida, June 1, 2018.

Lean Six Sigma White Belt, Florida Sterling Council and ets, Inc., Tallahassee, Florida, March 26, 2018.

Contemporary Issues in Public Management, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, July, 2017.

Advanced Leadership Program, Florida Sterling Council, Orlando, Florida, June 2, 2017.

Policy Perspectives, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, April, 2017.

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Curriculum Vitae**

**Gregory J. Cowan, CPM**

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A System Focus, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, January, 2017.

IS-120.A: An Introduction to Exercises, Emergency Management Institute, Federal Emergency Management Agency, Distance Learning, January, 2017.

Records Management Seminar, Florida Department of State, Division of Library and Information Services, Tallahassee, Florida, October 27, 2016.

Social Change and Its Impact on Public Management, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, September, 2016.

Managing Organizational Effectiveness, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, July, 2016.

Leadership MA Lite Program, Florida Sterling Council, Orlando, Florida, June 3, 2016.

Understanding Internal Control, The Government Finance Officers Association of the United States and Canada, Distance Learning, April 20, 2016.

Records Management: Basics, Disaster Preparedness, Vital Records, and Electronic Records Management, Florida State University, Distance Learning, March 30, 2016.

Management of Organizational Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, April, 2013.

Management of Group Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, February, 2013.

Management of Individual Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, March, 2009.

**Community Involvement**

Member, Board of Directors (Serving as Club Administration Chair), Rotary Club of Tallahassee, Club Number 4255, July, 2017 to Present.

Member, Leon County Value Adjustment Board, May, 2017 to Present.

Member, District Leadership Team (Serving as the Youth Services Coordinator), Rotary, District 6940, July 1, 2016 to Present.

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**Gregory J. Cowan, CPM**

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Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, December, 2015. (Deliberations were completed on December 8, 2015.)

Member, Board of Directors (Serving as the Youth Services Director), Rotary Club of Tallahassee, Club Number 4255, July 1, 2015 to June 30, 2017.

Rescue Animals Subcommittee Chair, Community Services, Rotary Club of Tallahassee, Club Number 4255, July 1, 2015 to Present.

Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, March, 2015 to May, 2015. (Deliberations were completed on May 7, 2015.)

Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, March, 2014 to May, 2014. (Deliberations were completed on May 6, 2014.)

Member, Leon County Human Services Grants Review Committee, December, 2013 to December, 2015.

Mentor, Leon County School System, October, 2013 to December, 2013.

Volunteer, City of Tallahassee-Animal Services Center, March, 2013 to Present.

Member, Capital Tiger Bay Club, January, 2013 to June, 2015.

Member and Paul Harris Fellow, Rotary Club of Tallahassee, Club Number 4255, December, 2012 to Present.

Member, Economic Club of Florida, November, 2012 to June 2015.

Volunteer, Guardian ad Litem, Florida Second Judicial Circuit, Late 1990's (specific dates unknown).

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #21**

# Leon County Board of County Commissioners

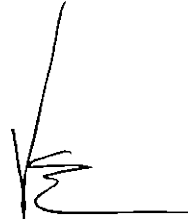
## Agenda Item #21

April 23, 2019

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

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

**Title:** 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 (R-3) District to the Light Industrial (M-1) District



<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 Cherie Bryan, Director, Planning
<b>Lead Staff/ Project Team:</b>	Artie White, Administrator of Comprehensive Planning Stephen Hodges, Senior Planner

### **Statement of Issue:**

This item requests the Board conduct the first and only Public Hearing and adopt the proposed Ordinance to change the Official Zoning Map from the Single- and Two-Family Residential (R-3) District to the Light Industrial (M-1) District for a single vacant parcel, approximately 7 acres, on the south side of Tower Road. This proposed rezoning implements Comprehensive Plan map amendment LMA201901 as adopted on March 12, 2019. The proposed rezoning Ordinance and location map are included as Attachment #1.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential (R-3) District to the Light Industrial (M-1) District (Attachment #1).



Title: 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 (R-3) District to the Light Industrial (M-1) District

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### Report and Discussion

#### Background:

The property owner requested an amendment to the Future Land Use Map as part of the 2019 Comprehensive Plan Amendment Cycle. Because the site is less than 10 acres, the amendment was considered small scale and was adopted by the Board on March 12, 2019 at a Joint County/City Commission meeting. To implement the map amendment, a rezoning application was processed concurrently with the map amendment. This proposed rezoning implements the adopted Future Land Use Map (FLUM) amendment that changed the designation of a single parcel totaling approximately seven acres on the south side of Tower Road immediately west of Tower Road County Park from the Urban Residential-2 to Industry and Mining land use category. The subject site is owned by Dr. Robert Steele and is currently vacant. It is located within the Urban Service Area. The zoning change would be from Single- and Two-Family Residential District (R-3) District to the Light Industrial (M-1) District.

#### Analysis:

The subject site is a vacant parcel approximately 7.1 acres in size on the south side of Tower Road. An aerial photograph of the site from 1970 provided by the Tallahassee – Leon County Geographic Information Systems (TLCGIS) department indicates that the subject site was vacant and forested. However, according to data also acquired by TLCGIS, the subject site was identified as a Construction/Demolition and Debris Disposal Site in a Florida Department of Environmental Protection (FDEP) Solid Waste inventory (see following map).



Source: TLCGIS.

Title: 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 (R-3) District to the Light Industrial (M-1) District

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Aerial photographs from 1983, 1990, 1994, and 1996 provided by TLCGIS indicate onsite excavation (likely sand mining) and disposal of construction debris on the subject site and a portion of a County-owned parcel immediately east of the subject site. Another previously active sand mine approximately 80 acres in size is located ¼ mile to the west on the south side of Tower Road. It is currently being utilized as a Construction/Demolition and Debris Disposal Site and is listed in the same DEP inventory. The existing land uses along Tower Road, which is the main transportation route in this area, is a mix of rural, conservation, low-density residential, warehouses, utilities, industrial, offices, and vacant properties.

Aerial photographs from 2001 provided by TLCGIS indicate some remaining debris on the subject site, but that the disposal and filling of the site was largely complete, except for a stormwater facility that receives drainage from the Lakewood Estates and Sterling Woods residential subdivisions located east of the site. Aerial photographs from 2009 provided by TLCGIS also indicate that the present existing use of the subject site is vacant. The only legal, public access to the site is via Tower Road.

The site is not particularly suitable for low-density residential development due to its history of mining and landfilling, as well as its location immediately north of an existing wastewater treatment facility. The subject site is also heavily encumbered by one or more access, electric utility, and drainage easements. These easements leave less than two acres out of the original seven acres that could be developed.

Any development on the unencumbered portion of the subject area would be buffered from any nearby residential uses by these easements and by vegetated buffers required by the Light Industrial zoning district development standards.

At a public hearing on February 5, 2019, the Local Planning Agency voted unanimously to recommend approval of the proposed Future Land Use Map Amendment and rezoning, consistent with the staff recommendation. No citizens spoke to the LPA on this proposed amendment and rezoning.

**Options:**

1. Conduct the first and only public hearing and adopt the proposed Ordinance amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential (R-3) District to the Light Industrial (M-1) District (Attachment #1).
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential (R-3) District to the Light Industrial (M-1) District.
3. Board direction.

**Recommendation:**

Option #1

Title: 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 (R-3) District to the Light Industrial (M-1) District

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Attachment:

1. Ordinance and Location Map

**LEON COUNTY ORDINANCE NO. \_\_\_\_**

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE SINGLE- AND TWO FAMILY RESIDENTIAL ZONING DISTRICT TO THE LIGHT INDUSTRIAL ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1.** On March 12, 2019, the County Commission approved an Ordinance which adopted Comprehensive Amendment #LMA201901. To implement plan amendment #LMA201901, the property which is the subject of that amendment as shown in Exhibit A attached hereto, must be rezoned. Accordingly, the part or area of Leon County and the same as indicated in Exhibit A is hereby changed from Single- and Two-Family Residential District (R-3) and hereby designated and established as Light Industrial (M-1) on the official zoning map of Leon County as adopted and established by the Leon County Commission. The official zoning map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to Exhibit A.

LRZ180006: From Single- and Two-Family Residential District (R-3) to Light Industrial (M-1)

LEGAL DESCRIPTION:

Commence at a Concrete Monument marking the Southwest Corner of Section 31, Township 2 North, Range 1 West, Leon County, Florida and run North 00 degrees 57 minutes 21 seconds East along the West boundary line of said Section 31 a distance of 2645.44 feet to a Concrete Monument marking the Northwest corner of the South half of said Section 31, then South 00 degrees 57 minutes 21 seconds West along said West boundary line 29.90 feet to a Concrete Monument and the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 57 minutes 21 seconds West along said West boundary line 757.65 feet to an Iron Bar marking the Northwest corner of that second parcel of land described in Official Record Book 889 at page 1629 of the public Records of said Leon County, then leaving said West boundary line run South 89 degrees 07 minutes 42 seconds East along the North boundary line of said parcel of land 723.12 feet to a Concrete Monument, then leaving said North boundary line run North 01 degrees 44 minutes 54 seconds East along the centerline of a 100 foot wide power line Easement and the East boundary line of that parcel of land described in Official Records Book 1017 at page 2394 of said public Records 212.50 feet to an Iron Bar and the Northeast corner of said parcel of land, then leaving said centerline and said East boundary line run North 89 degrees 07 minutes 42 seconds West along the North boundary line of said parcel of land 410.38 feet to an Iron Bar marking the Northwest corner of said parcel of land, then leaving said North boundary line run North 01 degree 45 minutes 06 seconds East 496.16 feet to an Iron Bar on the Southerly boundary line of the maintained Right of Way for Tower Road, then South 89 degrees 06 minutes 45 seconds West

along said Southerly boundary line 92.98 feet to an Iron Bar, then North 76 degrees 23 minutes 03 seconds West along said Southerly boundary line 235.37 feet to the POINT OF BEGINNING.

Subject to a 40 foot drainage easement and holding pond, a 100-foot wide access easement, and two 100 foot electric utility easements.

THE ABOVE DESCRIBED PROPERTY IS LOCATED IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

(See Exhibit A)

**SECTION 2.** All Ordinance or parts of Ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

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

**SECTION 4.** The effective date of this ordinance shall be the effective date of comprehensive plan amendment LMA201901.

DULY PASSED AND ADOPTED by the Board of County Commissioners of  
Leon County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

LEON COUNTY, FLORIDA

\_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

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

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

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

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

# Exhibit A Tower Road Light Industrial Rezoning

LRZ180006

