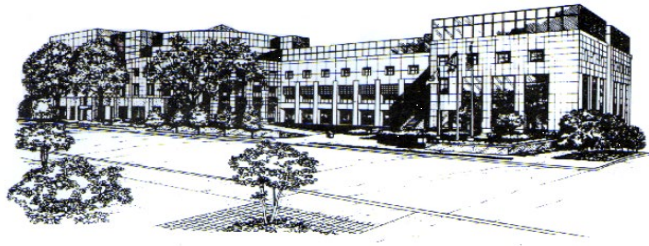


BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA REGULAR MEETING

**Tuesday, September 17, 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

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.

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.

Board of County Commissioners

Leon County, Florida

Agenda

Regular Public Meeting

Tuesday, September 17, 2019, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Elder Terry Lamar Price, Pastor of the Philadelphia Primitive Baptist Church

Pledge of Allegiance by Commissioner Nick Maddox

AWARDS AND PRESENTATIONS

- Presentation of the Glenn J. Winuk Humanitarian Award
(Kevin Cox from Holland & Knight)

CONSENT

1. Minutes: May 28, 2019 Regular Meeting and June 18, 2019 Regular Meeting
(Clerk of Court)
2. Amendment to Contract for Administrative Law Judge Services
(County Attorney/ County Administrator)
3. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
4. Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
5. Commissioner Appointments to the Census 2020 Complete County Committee
(County Administrator/ County Administration/ Planning)
6. Update on Comprehensive Plan and Land Development Code Amendments to Allow Solar Farms
(County Administrator/ Development Support & Environmental Management/ PLACE/ Planning)
7. Proposed Resolution Authorizing Conveyance of Easement Interest in County Property to the City of Tallahassee for Continued Operation and Maintenance of Improvements Associated with Woodside Heights Wastewater Retrofit Project
(County Administrator/ County Attorney/ Office of Financial Stewardship/ Real Estate Division)
8. Proposed Resolutions Authorizing Conveyance of County Property to the Florida Department of Transportation for Use in the Capital Circle Southwest Widening Project Between Springhill Road and Orange Avenue
(County Administrator/ County Attorney/ Office of Financial Stewardship/ Real Estate Division)
9. Memorandum of Agreement with the Florida Department of Transportation for the Maintenance of a Section of Apalachee Parkway, Mahan Drive, Blountstown Highway, Pensacola Street and Capital Circle
(County Administrator/ Office of Resource Stewardship/ Public Works)

10. Renewal of the Certificate of Public Convenience and Necessity for Leon County Emergency Medical Services
(County Administrator/ Emergency Medical Services)
11. Renewal of the Certificate of Public Convenience and Necessity for Tallahassee Memorial Healthcare, Inc.
(County Administrator/ Emergency Medical Services)
12. Continuing Supply Contracts for Video Production, Creative Design/Layout and Strategic Public Relations Services
(County Administrator/ Community & Media Relations/ Office of Financial Stewardship/ Purchasing)
13. Federal Emergency Management Performance Grant Agreement and State Emergency Management Preparedness and Assistance Trust Fund Base Grant Agreement for Fiscal Year 2019-2020
(County Administrator/ Office of Financial Stewardship/ Emergency Management)
14. Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.
(County Administrator/ Office of Human Services & Community Partnerships)

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

15. Status Report on Community Efforts Recognizing the Tallahassee-Leon County Bicentennial in 2024
(County Administrator/ Division of Tourism)

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. Status Report on Leon County's Adult Civil Citation Program and Marijuana Reform
(County Administrator/ County Attorney/ County Administration/ Intervention and Detention Alternatives)
17. Event Venues in the Rural Zoning District
(County Administrator/ Development Support and Environmental Management)
18. Pearl in the Wild Code Violation
(County Attorney/ County Administrator)
19. Housing Leadership Council of Tallahassee-Leon County Funding Request
(County Administrator/ Office of Human Services & Community Partnerships)
20. Computer Aided Dispatch Maintenance and Support Agreement Renewal
(County Administrator/ Office of Information & Technology)
21. Landfill Closure Update and Proposed Design Modifications
(County Administrator/ Public Works)

22. Full Board Appointments to the Leon County Research and Development Authority Board of Governors
(County Administrator/ County Administration)
23. Full Board Appointments to the CareerSource Capital Region Board and Council on Culture and Arts
(County Administrator/ County Administration)
24. Appointment of Commissioners for the Canvassing Board
(County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

25. First Public Hearing for Adoption of the FY19/20 Tentative Millage Rates and Tentative Budgets
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
26. First of Two Public Hearings to Adopt the Second Amendment to the Fallschase Development Agreement
(County Administrator/ Development Support & Environmental Management)
27. First and Only Public Hearing to Consider a Fifth Amendment to the Southwood Integrated Development Order
(County Administrator/ Development Support & Environmental Management)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Capital Region Community Development District Meeting Minutes from May 9, 2019 and June 13, 2019
- Canopy Community Development District Meeting Minutes from May 7, 2019

ADJOURN

*The next Regular Board of County Commissioner's meeting is scheduled for
Tuesday, September 24, 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**

PUBLIC NOTICE

Leon County Board of County Commissioners 2019 Tentative Meeting Schedule

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

Date	Day	Time	Meeting
January 22	Tuesday	3:00 p.m.	Regular Board Meeting
February 12	Tuesday	3:00 p.m.	Regular Board Meeting
February 26	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
February 26	Tuesday	3:00 p.m.	Regular Board Meeting <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>
April 9	Tuesday	3:00 p.m.	Regular Board Meeting <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.	Budget Workshop <i>Cancelled</i>
July 9	Tuesday	3:00 p.m.	Regular Board Meeting
September 17	Tuesday	3:00 p.m.	Regular Board Meeting
September 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
January 27	Monday	9:00 a.m.	Board Retreat

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

Month	Day	Time	Meeting Type
January 2019	Tuesday 1	Offices Closed	NEW YEAR'S DAY
	<i>Monday 7 – Tuesday 8</i>		<i>FAC New Commissioner Workshop Alachua County; Gainesville, FL</i>
	Tuesday 8	No meeting	BOARD RECESS
	<i>Thursday 10 & Friday 11</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 15	1:30 p.m. <i>Cancelled</i>	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 21	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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
February 2019	Friday 1	2:00 p.m.	Leon County Legislative Delegation Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 26	1:00 p.m.	Joint City/County Workshop on the 2019 Cycle Comprehensive Plan Amendments
		3:00 p.m. <i>Cancelled</i>	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 28	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
March 2019	<i>Saturday 2 – Wednesday 6</i>		<i>NACO Legislative Conference Washington, DC</i>
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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 th Floor Commission Chambers
April 2019	Tuesday 9	3:00 p.m. <i>Cancelled</i>	Regular Meeting County Courthouse, 5th Floor Commission Chambers

Month	Day	Time	Meeting Type
April 2019 (cont.)	<i>Thursday 11 & Friday 12</i>	<i>Seminar 3 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 16	9:00 a.m. - 1:00 p.m. 1:30 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat City Commission Chambers
	Tuesday 23	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th 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
May 2019	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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
	Monday 27	Offices Closed	MEMORIAL DAY
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
June 2019	<i>Tuesday 11 - Friday 14</i>		<i>FAC Annual Conference & 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 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider Fourth Amendment to the Southwood Integrated Development Order
		6:00 p.m.	First & Only Public Hearing to Consider Adoption of an Ordinance Enacting the Recodified Leon County Code of Laws
		6:00 p.m.	First & Only Public Hearing to Consider Adoption of Ordinance Providing for a Code of Ethics
		6:00 p.m.	First & Only Public Hearing to Approve the Proposed Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-ad Valorem Assessment Roll
	Thursday 27	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
July 2019	Thursday 4	Offices Closed	INDEPENDENCE DAY
	Tuesday 9	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Month	Day	Time	Meeting Type
July 2019 (cont.)	Tuesday 9	6:00 p.m.	First and Only Public Hearing Regarding a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing
		6:00 p.m.	Transmittal Public Hearing on the 2019 Out-of-Cycle Comprehensive Plan Amendment
		6:00 p.m. Continued until September 24, 2019	First of Two public hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled "Definitions" and creating a new Section 10-6.820, entitled "Solar Energy Systems"
	Thursday 11 - Monday 15		NACo Annual Conference Clark County; Las Vegas, Nevada
	Tuesday 23	No Meeting	BOARD RECESS
	Wednesday 24 – Saturday 27		National Urban League Annual Conference Indianapolis, Indiana
August 2019	Friday 16 - Sunday 18		Chamber of Commerce Annual Conference Amelia Island, FL
	Tues. 20	1:00 p.m.	Blueprint IA FY 2020 Budget Workshop
September 2019	Monday 2	Offices Closed	LABOR DAY
	Thursday 5	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, City Commission Chambers
	Wednesday 11 – Sunday 15		Congressional Black Caucus Annual Legislative Conference – Washington D.C.
	Tuesday 17 Monday 16	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	1:30 p.m.	Attorney/Client Meeting re Leon County v. J-II Investments Inc. & Johnny Petradis II et. al. Second Judicial Circuit Court Case No. 2003-CA-1518
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 19/20*
		6:00 p.m.	First and only Public Hearing to consider a fifth amendment to the Southwood Integrated Development Order
	Tuesday 24	1:30 – 3:00 p.m.	Workshop on the 2020 State and Federal Legislative Priorities
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 19/20*
		6:00 p.m. Rescheduled to December 10	First of Two public hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled "Definitions" and creating a new Section 10-6.820, entitled "Solar Energy Systems"
	Wednesday 25 – Thursday 26		FAC Innovation Policy Conference Bay County; Panama City Beach, FL
October 2019	Monday 14	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 15	1:30 p.m.	Joint County/City Workshop on the Fundamentals of the Comprehensive Plan
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Month	Day	Time	Meeting Type
October 2019 (cont.)	Tuesday 15	6:00 p.m. <i>Rescheduled to January 2020</i>	Second public hearing to adopt a proposed Ordinance amending Section 10-1.101, entitled "Definitions" and creating a new Section 10-6.820, entitled "Solar Energy Systems,"
		6:00 p.m. <i>Rescheduled to December 10</i>	Adoption Public Hearing on the 2019 Out of Cycle Comprehensive Plan Amendment
	<i>Sunday 20 – Wednesday 23</i>		<i>ICMA Annual Conference Nashville, TN</i>
	Monday 28	2:00 p.m.	Workshop to conduct finalist interviews for County Attorney position
	Tuesday 29	1:00 – 3:00 p.m.	Workshop on Leon County Detention Facility Operations
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
November 2019	Monday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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>
	Thursday 28	Offices Closed	THANKSGIVING DAY
	Friday 29	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2019	Monday 9	9:00 a.m. – 4:00 p.m.	Board Retreat TBD <i>Rescheduled to January 27</i>
	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		<u>6:00 p.m.</u>	<u>Adoption Public Hearing on the 2019 Out-of-Cycle Comprehensive Plan Amendment</u>
		<u>6:00 p.m.</u>	<u>First of Two public hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled "Definitions" and creating a new Section 10-6.820, entitled "Solar Energy Systems"</u>
	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
	Wednesday 25	Offices Closed	CHRISTMAS DAY
January 2020	Wednesday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 7	No Meeting	BOARD RECESS
	Monday 27	9:00 a.m.- 4:00 p.m.	Board Retreat – Location TBD
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		<u>6:00 p.m.</u>	<u>Second public hearing to adopt a proposed Ordinance amending Section 10-1.101, entitled "Definitions" and creating a new Section 10-6.820, entitled "Solar Energy Systems,"</u>
February 2020	Friday 14	9:00 – 10:30 a.m.	Community Legislative Dialogue Meeting

Citizen Committees, Boards, and Authorities **Current and Upcoming Vacancies**

leoncountyfl.gov/committees

CURRENT VACANCIES

Board of Adjustment & Appeals

Board of County Commissioners (1 appointment)
Tallahassee City Commission (2 appointments)

CareerSource Capital Region Board

Board of County Commissioners (1 appointment)

Census 2020 Complete Count Committee

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District II: Jackson, Jimbo (1 appointment)
Commissioner - District III: Minor, Rick (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

Council on Culture & Arts

Board of County Commissioners (1 appointment)

Leon County Research & Development Authority

Board of County Commissioners (1 appointment)

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

Board of County Commissioners (1 appointment)
Commissioner – District V: Dozier, Kristin (1 appointment)

UPCOMING VACANCIES

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)

Leon County Research & Development Authority

Board of County Commissioners (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)
Commissioner - District II: Jackson, Jimbo (1 appointment)

SEPTEMBER 30, 2019 (cont.)

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

OCTOBER 31, 2019

Canopy Roads Citizens Committee

- Board of County Commissioners (2 appointments)

Tourist Development Council

- Board of County Commissioners (2 appointments)

DECEMBER 31, 2019

Library Advisory Board

- Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
- Commissioner - District II: Jackson, Jimbo (1 appointment)
- Commissioner - District III: Minor, Rick (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

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: May 28, 2019 Regular Meeting and June 18, 2019 Regular Meeting

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Kimberly M. Wilder, Finance Director, Clerk of Court & Comptroller
Lead Staff/ Project Team:	Beryl Wood, Clerk to the Board

Statement of Issue:

This agenda item seeks Board review and approval of the May 28, 2019 Regular Meeting and June 18, 2019 Regular Meeting minutes.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes of the May 28, 2019 Regular Meeting and the June 18, 2019 Regular Meeting.

Attachments:

1. May 28, 2019 Regular Meeting minutes
2. June 18, 2019 Regular Meeting minutes

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
May 28, 2019**

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

Chairman Jackson called the meeting to order at 3:00 p.m. He acknowledged Gwen Marshall, Leon County Clerk of Court and Comptroller.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Pastor Darrick McGhee of Bible Based Church and a member of Faith Group Friday - Village Square's God Squad. Commissioner Dozier then led the Pledge of Allegiance.

AWARDS AND PRESENTATIONS

- Commissioner Dozier read into record Proclamations recognizing Rabbi Jack Romberg and Audrey Romberg from Temple Israel for their work in the Leon County Area. She shared that Rabbi Romberg has continuously given back to this community through his service to countless boards and organizations.
 - Rabbi Jack Romberg humbly accepted the proclamation from the Commission. He thanked the Leon County Commission for this honor. Rabbi Romberg also thanked his wife, Audrey Romberg for supporting him in becoming a Rabbi.
 - Audrey Romberg was awarded a proclamation for her extraordinary work in the education field along with her efforts given to numerous organizations alongside her husband Rabbi Jack Romberg.
 - Chairman Jackson commended the Romberg's for their excellent work in the community. He shared he would miss Rabbi Romberg and expressed appreciation to Ms. Romberg for her efforts with the students at Ft. Braden Elementary School, especially with reading programs.
 - Commissioner Desloge thanked them both for their many contributions to the community.
- Chairman Jackson read into the record a Proclamation expressing support of Sheriff Walt McNeil's "All In Initiative".
 - Leon County Sheriff Walt McNeil thanked the Board for their continued support. He noted that the problems in Leon County regarding crime requires engagement by all citizens. Sheriff McNeil encouraged everyone to take ownership of this issue and work together to deal with the problem of crime. Sheriff McNeil cautioned there would be an increase in arrests and we will see more law enforcement throughout the community. He acknowledged the business community and asked for their support with Crime Stoppers so that tips would continue to flow in for solving open cases. Sheriff McNeil recognized the faith-based community for working with young people to become engaged in positive activities. Sheriff McNeil stated he would update the board as the initiative progresses. He then recognized "Peace Makers" in the audience, a grassroots network of ex-offenders and formerly incarcerated persons whose goal is to eliminate violence through economic opportunity and outreach.

- Christic Henry, Peace Makers member, provided a brief overview of the organization and its focus on de-escalation and remediation of crime. Ms. Henry described the impact of prevention throughout the community. She stated their 3 - point plan is advocacy, de-escalation, and prevention. She shared that this model is being adopted by other communities to help in the prevention of crime.
 - Commissioner Maddox expressed his appreciation for the Sheriff's effort to reduce crime through this initiative. He highlighted the holistic view of addressing crime in the community is what it takes to help alleviate the crime problem. Commissioner Maddox expressed his appreciation to the Peace Makers.
 - Commissioner Dozier commended the Sheriff's efforts. She thought the holistic approach was unique. She added the Peace Makers program is outstanding and thanked them for their efforts.
 - Commissioner Proctor acknowledged Sheriff McNeal for his holistic approach to fight crime. He commended the Sheriff's Office for their support for the 32304 Summit. He shared that the "All In Initiative" is significant and he is appreciative for the attention given to the 32304 - zip code. He encouraged the Board's support of the Crime Stoppers Program.
- Chairman Jackson read into the record a Proclamation recognizing four Leon County Students Representing Talquin Electric Cooperative on the National Rural Electric Cooperative Youth Tour June 15 – 20 in Washington D.C.
 - Tracy Beasley, General Manager of Talquin Electric expounded on the wonderful opportunity given to the students chosen. He stated the Youth Tour had been going on since 1957. He introduced each of them Ariana White – St. John Paul II - Catholic High School, Jacqueline Cruz – Leon High School, Alana Kornegay, and Sriya Patel - Lawton Chiles High School.
 - Ariana White thanked the Board for the Proclamation. She announced how excited and honored they were to have this opportunity to go to Washington D.C.
 - Commissioner Dozier congratulated the students and noted on the honor to be student representatives.
 - Commissioner Desloge acknowledged Mr. Beasley for his leadership. He also commended Talquin Electric Cooperative for being a great partner in post-disaster efforts.

CONSENT:

Commissioner Maddox moved, duly seconded by Commissioner Desloge to approve the Consent Agenda, as presented. The motion carried 7-0.

1. Minutes: March 12, 2019 Regular Meeting; April 23, 2019 FY2020 Budget Workshop; April 23, 2019 Regular Meeting, and June 19, 2018 FY 2019 Budget Workshop

The Board approved Option 1: Approve the minutes of the March 12, 2019 Regular Meeting; April 23, 2019 FY 2020 Budget Workshop; April 23, 2019 Regular Meeting, and June 19, 2018 FY 2019 Budget Workshop.

2. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for May 28, 2019, and pre-approval of payment of bills and vouchers for the Period of May 29, 2019 through June 17, 2019.

3. National Endowment of the Arts Big Read Grant for LeRoy Collins Leon County Public Library

The Board approved Option 1: Accept the National Endowment of the Arts Big Read grant in the amount of \$13, 243 and authorize the County Administrator to execute all documents related to the grant project (Attachment #1). Option 2: Approve the Resolution and associate Budget Amendment Request (Attachment #2).

4. Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid

The Board approved Options 1 & 2: 1) Approve the Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid and authorize the Chairman to execute, and 2) Authorize the County Administrator to execute the associated Mosquito Control State Aid Agreement, when received from the Department of Agriculture and Consumer Services, in a form approved by the County Attorney.

5. Florida Department of Environmental Protection Grant for Wastewater Treatment Feasibility Analysis

The Board approved Options 1, 2, and 3: 1) Accept the Florida Department of Environmental Protection Small Community Wastewater Treatment Grant for Wastewater Treatment Feasibility Analysis in the amount of \$500,000 and authorize the County Administrator to execute the grant document in a form approved by the County Attorney; 2) Approve the Resolution and associated Budget Amendment Request realizing the \$500,000 into the FY 2019 budget, and 3: Authorize staff to negotiate with Jim Stidham & Associated to complete the additional scope of work required by the grant.

6. Plat of the Villas at Killearn Lakes

The Board approved Option 1: Approve the plat of Villas of Killearn Lakes for recording in the Public Record contingent upon staff's final review and approval.

7. 9/11 Day of Remembrance and Service for FY 2019

The Board approved Option 1: Accept the status report on the 9/11 Day of Remembrance and Service for FY 2019.

8. Extension of the Mowing and Landscape Services Contract for Parks and Recreation

The Board approved Option 1: Authorize the County Administrator to execute a four -month contract extension for Mowing and Landscape Services with Val's Lawncare Inc., through the end of November 2019 in a form approved by the County Attorney (Attachment #1).

CITIZENS TO BE HEARD

- Dr. Edward Holifield, 4032 Longleaf Court, acknowledged Rabbi Jack Romberg for offering Temple Israel as a hosting place with the 411 Teen program, which is hosted by his wife Dr. Liz Holifield. Dr. Holifield then spoke of concerns including that the Tallahassee Democrat has failed to report the Leapfrog findings of a consecutive "D" rating received by Tallahassee Memorial Hospital regarding patient safety. He noted areas of dire concern included asthma among African-Americans and infant mortality.

- Commissioner Proctor asked Dr. Holifield if he would be willing to prepare a white paper regarding these health issues and for recommendations as to how the board might address them.

GENERAL BUSINESS

9. Implementation of Hurricane Michael After-Action Report and Preparation for the 2019 Hurricane Season

County Administrator Long introduced the item. He stated this agenda item provides a status update regarding the County's implementation of all 68 recommendations contained in the Hurricane Michael After-Action Report and provides an overview of preparations for the 2019 Hurricane Season. County Administrator Long reported all 68 actions from the After-Action Report have been completed resulting in 213 After Actions put in place after three consecutive hurricanes of the last three years.

Mathieu Cavell, Assistant to the County Administrator, provided an overview. He noted the County's continued efforts to build community disaster resilience through its designation as the nation's first #HurricaneStrong Community. Mr. Cavell shared some of the major recommendations from the Hurricane Michael After - Action Report included enhancing emergency and special needs shelters in partnership with Leon County Schools and the American Red Cross; improving the coordination of regional volunteers and securing state-owned generators for traffic signals to ensure rapid deployment following a widespread power outage. Mr. Cavell concluded that the County is better prepared now with enhanced coordination and communication capabilities.

Kevin Peters, Director of Emergency Management, provided the Board with an update on the upcoming forecasted storms and outlook for the upcoming Hurricane season. He expressed the need to be prepared for the unknown by summarizing the many ways in which the County is working to ensure citizens are prepared.

Commissioner Minor commended Mr. Cavell and Mr. Peters for their efforts. He shared the citizen engagement effort is exceptional. Commissioner Minor gave his support with the State of Florida generators being housed in Leon County. He spoke of his other organization, Second Harvest where they try to strategically place food and water items for emergencies.

Commissioner Minor moved option 1 and 2.

Commissioner Minor moved, duly seconded by Commissioner Maddox, approval of Options 1 and 2: 1) Accept the status report on the implementation of the Hurricane Michael After-Action Report recommendations and the preparation for the 2019 hurricane season, and 2) Authorize the County Administrator to execute the memorandum of agreement with the State of Florida regarding state-owned generators.

Commissioner Dozier thanked the staff for the detailed update. She acknowledged staff for their willingness to do an extensive review of the process. She thanked them for providing a multitude of avenues for citizens to be safe. She inquired about regional and state-wide coordination to assist surrounding counties impacted by Hurricane Michael while preparing for the upcoming hurricane season.

Mr. Peters responded that there are still vulnerabilities due to the impact of the hurricanes. He explained all counties are working closely with state agencies and within

the region. He stated there are plans to have personnel available to go into counties affected.

Commissioner Dozier commented on the reports about taking a different approach to annual disasters. She noted how they are now focused on hurricanes but inquired about any movement in emergency response to natural disasters, either statewide or locally. She thought they should continue to stay on the forefront to ensure that we and our neighbors remain diligent.

Commissioner Proctor complimented staff on the excellent report. He highlighted the need for a Southside facility to be open to accommodate persons whose homes may not be storm ready. He stated that Rickards High School has been available; however, not utilized. He asserted there was a deficit of sites on the southside and was hopeful staff can reestablish Rickards as a shelter site. He also recommended improvements be made to the fairgrounds, so it may be used as a shelter.

Commissioner Desloge commended staff and noted the financial impact of storms and how they deal with them. He requested an update on the County's FEMA reimbursements.

Commissioner Minor asked that the status report also include a survey of what other Counties have done. He said he would like to see the comparison.

County Administrator Long shared that staff would provide the comparative analysis and status report at the Board's upcoming Budget Workshop.

Commissioner Dozier commented on partnering with the State for reimbursement.

The motion carried 7-0.

10. Proposed Revised Policy Addressing Naming of County-Owned Structures, Buildings, Streets, Geographical Areas or Other Property

County Administrator Long introduced this item. He stated this agenda item provides an overview of the County's naming policy for buildings, facilities, and other property and provides the Board with additional guidance in naming considerations for public facilities and places. He noted this comes at the request of the April 23, 2019 meeting. The Board directed staff to prepare an agenda item after reviewing the County's Policy No. 97-3.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Adopt the proposed revised Policy No. 97-3 "Naming of County -Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Part Furnishing and Trees at a County-Owned Park and Recreation Facility".

Commissioner Desloge recalled how he appreciated how the policy provided the appropriate guidelines. He conveyed how the recent work on the item gives the Board a framework and guidance on this process.

Commissioner Dozier highlighted the criteria/guidelines for naming property in honor of people.

Commissioner Lindley expressed how a lot of the ideas were good and changes could be made as necessary depending upon the magnitude of an individual's contributions to the community. She appreciated the solid guidelines.

The motion carried 7-0.

11. Resolution Authorizing the House Finance Authority of Leon County to Issue A Multifamily Housing Revenue Bond

County Administrator Long introduced this item. He stated that this agenda item, as requested by the Housing Finance Authority of Leon County, and pursuant to County and Federal requirements, seeks Board approval for the Housing Finance Authority of Leon County to issue a \$13 million bond to finance the acquisition and rehabilitation of the Magnolia Terrace Apartments, a 108-unit affordable housing complex. The issuance of the bonds has no liability on the County. Additionally, it would not affect the County's bond rating. He noted it would allow the developer to access favorable bond financing and federal low-income tax credits to increase the availability of affordable housing in Leon County.

Commissioner Maddox expressed how enthused he was about this venture. He recalled the vision he shared for this area. He inquired of Mr. Long questions about tax credits for Orange Avenue Apartments and was advised it was a different program. He asked that Orange Avenue be next for a long-overdue facelift. He inquired about tenant relocation plans and was there a plan to relocate the tenants in other parts of the facility or vouchers to move into other parts of the county.

Shington Lamy, Director of the Office of Human Services and Community Partnership, explained that the facility would not be demolished. He shared as residents vacate units, that is when renovations would occur.

Commissioner Maddox requested pictures of renovated units. He noted he would like to see this done throughout the community in similar affordable housing complexes. He asked that priority be placed on renovating other housing developments.

Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Approve the Resolution authorizing the Housing Finance Authority of Leon County to issue a \$13,000,000 Multifamily Housing Revenue Bonds Series 2019 for the Acquisition and Rehabilitation of Magnolia Terrace Apartments.

Commissioner Proctor reflected on the need for affordable housing moving forward as both single and multi-housing units. He voiced the need to pick up the pace on the conversation. He encouraged the discussion of affordable housing at the next Mayor-Chair meeting.

Commissioner Lindley asked if the project would lead tenants to experience increases to the rent after rehabilitation. She asked if there is any requirement for minority and small business inclusiveness in the rehabilitation project and the hiring of local workers.

Mr. Lamy explained there would be an increase, but it would occur on the Housing and Urban Development (HUD) side, not the tenant. He explained the difference is in what HUD pays. He stated with the renovation, HUD would allow for an increase in what they pay. He pointed out that Minority and Women-Owned Small Business Enterprises (MWSBE) aspirational targets are being included in the negotiations with the developer and added that staff is working with CareerSource to utilize their funding to support the training and hiring of County Residents for this project. He shared that the project is in the beginning stages, but hopefully, the development would begin in December 2019/early 2020.

Commissioner Dozier expressed how excited she was about the project and looked forward to hearing about the project in the upcoming months and years. She asked County Administrator Long would the upcoming County/City Planning Workshop on the Comprehensive Plan workshop support the development of affordable housing.

County Administrator Long responded that that would make sure it is included.

Commissioner Proctor expounded on the 32304 Area Code Summit that housing has emerged as one of the key points of need. He voiced taking older abandoned homes and creating an initiative that would help to restore/rehab/new in order to transfer ownership to homeless people to provide a sense of ownership would be a move in the right direction. He stated there was an opportunity in the 32304-zip code for matching dollars. He shared the 32304 area is the most impoverished zip code in Florida. He asserted that Leon County could do a similar bond.

The motion carried 7-0.

12. Bid Award to OliverSperry Renovation & Construction, Inc. for Renovations to Restrooms in the Leon County Courthouse

County Administrator Long introduced this item. He shared this item seeks Board approval to award the bid to OliverSperry Renovation & Construction, Inc. for \$272,919 for the renovation of public restrooms in the Leon County Courthouse. He explained renovation of the third-floor restrooms are part of an ongoing effort to modernize and update accessibility provision of the Courthouse restrooms. He stated the item has been budgeted and it was a competitively bid. He mentioned that none of the bidders met Minority and Women-Owned Small Business Enterprises (MWSBE) requirements but the winner, OliverSperry intends to use a minority-owned painting firm as a subcontractor.

Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the bid award to OliverSperry Renovation & Construction, Inc. in the amount of \$272,919 for the renovation of third floor public restrooms within the Leon County Courthouse and authorize the County Administrator to execute the agreement in a form approved by the County Attorney. The motion carried 6-0. (Commissioner Lindley out of Chambers).

13. Full Board Appointments to the Advisory Committee on Quality Growth

County Administrator Long introduced this item. He stated this agenda item seeks the full Board's consideration of the appointments of citizens to the Advisory Committee on Quality Growth as reflected in Options 1 – 3.

Commissioner Dozier asked for other suggestions for Option 3. She spoke to Option 2. She referenced Option 2c and her nominee was Julie Duggins.

Commissioner Dozier, duly seconded by Commissioner Minor, for approval of Option 1a-e:

Commissioner Proctor asked about the absence of Capital City Chamber. Mr. Long responded that they do have an appointee on this Advisory Committee.

Commissioner Lindley nominated Jo Laurie Penrose for Option 2 b.

Commissioner Dozier nominated Rachelle McClure for Option 3 a.

Option #1: The full Board to consider the reappointment of five citizens appointed to the Advisory Committee on Quality Growth for three-year terms ending May 31, 2022, as follows:

- a. Seat #2 - Big Bend Contractors Association nominee. The Board appointed: Elva Peppers*
- b. Seat #4 - Associated Builders and Contractors nominee. The Board appointed: Jay Bostwick*
- c. Seat #6 - Council of Neighborhood Associations nominee. The Board appointed: Jack Davis*
- d. Seat #12 - Greater Tallahassee Chamber of Commerce nominee. The Board appointed: Mat Tharpe and waived the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.*
- e. Seat #14 - Network of Entrepreneurs & Business Advocates nominee. The Board appointed: Will Croley*

Option #2: The full Board to consider the appointment of three citizens to the Advisory Committee on Quality Growth for three-year terms ending May 31, 2022, as follows:

- a. Seat #8 - A person employed by, or represents, a community-based, environment-related organization. The Board appointed: Michael Dobson.*
- b. Seat #10 - A resident of Leon County. The Board appointed: Jo Laurie Penrose.*
- c. Seat #16 - An Archaeologist: The Board appointed: Julie Duggins.*

Option #3: The full Board to consider the appointment of one citizen to the Advisory Committee on Quality Growth, for the remainder of the unexpired term ending May 31, 2020.

- a. Seat #11 - a resident of Leon County. The Board appointed: Rachelle McClure.*

Commissioner Dozier moved, duly seconded by Commissioner Minor, for approval of the Full Board Appointments to the Advisory Committee on Quality Growth with the following options: Option 1a-e: 1a - Elva Peppers; 1b - Jay Bostwick; 1c - Jack Davis; 1d - Mat Tharpe 1e - Will Croley; Option 2a-c: 2a- Michael Dobson; 2b - Jo Laurie Penrose; 2c - Julie Duggins; and Option 3a: - Rachelle McClure. The motion carried 7-0.

14. Consideration of Selection Process Options for New County Attorney

County Attorney Thiele introduced this item. He stated that this item is before the Board for consideration of a selection process for retaining a new County Attorney, no later than April 1, 2020. The agenda item outlines options for the Board's consideration on the hiring of the new County Attorney. He noted the options: one is to promote from within (Deputy Attorney, LaShawn Riggins), the second option do its own advertising and recruiting, third, hire an executive search firm; fourth, utilize the Florida Association of Counties recruitment services program. Attorney Thiele suggested an overlap period if hiring from the outside.

Chair Jackson called for public comment.

Speakers:

- Dianne Williams Cox, 2312 Mavis Circle, encouraged the Board to approve Option 1. She commented it had been the precedent to hire from within and noted it had been the common practice. She voiced how they should have had a process in place before now. She felt Attorney Riggins should have the opportunity to serve as County Attorney. She asked that they save taxpayer dollars and move Option 1.
- Attorney Mutaqee Akbar, 2633 Neuchatel Drive, waived in support of Option 1.
- Attorney Matthew Williams, 1963 Gina Drive, waived in support of Option 1.
- Gwen Marshall, Clerk of Court and Comptroller, waived in support of Option 1.

Commissioner Lindley expressed appreciation to County Attorney Thiele for his legal guidance. She discussed the transparency and professionalism needed to solicit outside applications. She too voiced concerns and cautioned the importance of the decision. She noted it would be good to talk about what the County needs. She reflected on narrowing the search down to 3-5 candidates for the Board to consider would be a move in the right direction.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, for approval of Option 2) Direct County Administration, with the assistance of the County Attorney's Office, to draft an advertisement for publication locally and in professional legal publications with a deadline to be determined for submission of applications for the position of County Attorney. If this option is chosen, the Board would be required to decide between reviewing the applications themselves or creating a selection committee to narrow the applications to a shortlist of applicants for interview by the Board.

Commissioner Desloge acknowledged Attorney Thiele for his sound leadership throughout the years. He stated this would be one of the biggest decisions to come before the Board. He expressed the need to look hard and take the long, methodical approach concerning this hire. He confirmed how he would gladly support if the national search chose the in-house applicant.

Commissioner Dozier noted they should have discussed this policy before now. She reflected upon the hiring of the County Administrator and shared the Board had only made three hires since then. She voiced hiring by an elected body should always allow for a process that allows for public input.

Commissioner Dozier offered a friendly amendment: To develop a policy for future hires by the Board. It was accepted by Commissioner Lindley.

Commissioner Dozier expressed her concerns about previous hires by local governments and hoped what they are suggesting would increase diversity going forward.

Commissioner Proctor recalled that the Board did not do a national search with the hiring of the present County Administrator. He further reflected on the need for diversity in leadership positions and the County's practice of hiring from within. He expressed his support for the hiring of Deputy County Attorney LaShawn Riggins. He shared how he supported the continuity she would provide. He advocated for Option 1.

Commissioner Minor acknowledged everyone who had provided comments on this issue. He voiced his support for the motion on the table. He shared during his tenure in office, he had not had the opportunity to work with the County Attorney's Office and felt that Option 2 would be more beneficial in deciding if hiring from within was a move in the right direction.

Commissioner Dozier asserted there is a clear distinction between County personnel hiring and the two positions hired by the Board.

Commissioner Lindley expressed how she wanted this to be a professional, not a political, hire. Her stance was the Board would have several diverse candidates of which to consider and encouraged Deputy County Attorney Riggans to apply.

Commissioner Maddox shared he was confident that Deputy County Attorney Riggans would be a great candidate and do a great job for the County. He expressed his support for Option 1.

Chairman Jackson stated that he did not have reservations about Deputy County Attorney Riggans qualifications for the job but supported transparency in the hiring decision for the Board.

The motion was amended to include: *Direct Staff to develop a policy requiring a public search for any direct hires by the Board. The motion carried 5-2. (Commissioners Proctor and Maddox in opposition).*

Mr. Long noted that an agenda item will come back to the Board with a complete process, timeline, criteria, etc. in the June/July timeframe. Chairman Jackson asked for the fiscal impact to be included.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

- Alexandra Boswell, University of Florida (UF) Institute of Food and Agricultural Sciences (IFAS), expressed her concern regarding the renovations at the Extension Center and the impact to the number of meeting spaces for 4H programs. She asserted it would adversely affect the children they served. She shared the renovations at the Extension Center would have impact on meeting space available to clubs. She expressed how having one room to share with 14 other clubs would be unacceptable. She asked for the Board's assistance. She stated the other identified spaces didn't meet the criteria for the program and asked for the allocation of more than two meeting spaces at the Extension Center. She asked that it be agendaed.
 - Mr. Long responded that the County supports 4H. He explained the building belongs to the County and that staff would continue to work with them to address any concerns.
 - Commissioner Proctor recalled the positive impacts of 4H programs and encouraged all to work together.
 - Commissioner Dozier commented that she had received some communications regarding concerns over the proposed move. She suggested an update on the project be prepared for the Board and include the benefits of collocating as well as any perceived concerns.
 - Mr. Long stated that an update would be provided. He emphasized adding the major improvements to the building that IFAS and others would need to be beneficial. He asserted the renovations would be able to accommodate everyone's needs.
 - Commissioner Proctor suggested there was an opportunity for renovations at the building at the fairgrounds. He noted that too many staff may be relocated at the Extension Center and the fairgrounds might be an appropriate location.

COMMENTS/DISCUSSION ITEMS

County Attorney Thiele:

- Referenced a memorandum dealing with a lawsuit from O'Brien Response Management. He noted they have sued the County alleging over \$200,000 in unpaid fees, attorney fees, etc. He asserted that a negotiated, reduced settlement amount has been reached of \$75,000 and asked the Board for approval. He concluded the recommended settlement amount would close out the Hurricane Hermine debris issue.
- *Commissioner Maddox moved, seconded by Commissioner Dozier, for approval of a \$75,000, reduced settlement to O'Brien Response Management for Hurricane Hermine Debris Issue. The motion carried 7 – 0.*

County Administrator Long:

- NO ITEMS.

COMMISSIONER DISCUSSION ITEMS

Commissioner Dozier:

- Commended staff and all involved for the engagement of the community ensuring the success of the Chaires Community Center Meeting.

Commissioner Minor:

- Recalled his recent tour of Lively Technical College and the tremendous asset it is in the community. He mentioned the economic development strategy with Lively, and that it plays a huge role in helping provide to those in need with training for better wages.
- Reflected on the many Memorial Day events and expressed great pleasure for Leon County's commitment to supporting veterans and their families. He mentioned his participation in the Honor Flight on May 18 and the effect it has had on the veterans who participated.

Commissioner Proctor:

- Expressed how appreciative he was of the opportunity to represent District 1 as its Commissioner and to serve with fellow Commissioners.
- Requested a Proclamation acknowledging the life of Dr. LaSalle Leffall, Jr., a renowned medical provider with ties to the community.
- *Commissioner Proctor moved, duly seconded by Commissioner Lindley, for a Proclamation honoring the life of Dr. LaSalle Leffall, Jr. The motion carried 7 – 0.*

Commissioner Lindley:

- Commended staff on the success with the County's partnership in hosting family-friendly concerts at the Cascade Amphitheater. She reflected on how she and others thoroughly enjoyed it.
- Highlighted the recent ribbon cutting for the Jake Gaither House, legendary former football coach of FAMU.

Chairman Jackson:

- No Items.

Vice-Chairman Desloge:

- Announced the Press the Chest, June 8, 2019, and invited all to attend.

Chairman Maddox:

- Also reflected on the importance of the preservation of Coach Jake Gaither's home.

- Discussed the tax credits, for affordable housing. He reflected on the need for more affordable single-family homes. County Administrator Long concurred and stated they are always open for opportunities.
- Congratulated all the 2019 Leon County High School graduates and wished them all success in future endeavors.

RECEIPT AND FILE:

- Capital Region Community Development District Meeting Minutes of February 7, 2019

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 6:09 p.m.

ATTEST:

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
June 18, 2019**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Vice Chairman Bryan Desloge presiding. Present were Commissioners Nick Maddox, Bill Proctor, Kristin Dozier, Mary Ann Lindley, and Rick Minor. Chairman Jimbo Jackson was not in attendance. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Kimberly Wilder and Clerk to the Board Beryl H. Wood.

Vice - Chairman Desloge called the meeting to order at 3:00 p.m., as Chairman Jackson was not in attendance for this meeting.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Rhonda Smith, Minister of Pastoral Community of First Baptist Church. Commissioner Lindley then led the Pledge of Allegiance.

AWARDS AND PRESENTATIONS

- Commissioner Maddox read into the record a Proclamation recognizing Britney Smith, Leon County Public Information and Communications Manager - Community and Media Relations, for receiving the Tallahassee Network of Young Professionals 2019 Golden Authentic Community Engagement (A.C.E.) Award.
 - Ms. Smith expressed her sincere gratitude to the Commission for this recognition.
- Commissioner Maddox presented the 2019 Florida Association of Counties' Presidential Scholarship to Ryan Hall, son of Leon County EMS Chief, Darryl Hall.
 - Mr. Ryan Hall acknowledged the Florida Association of Counties along with Commissioner Maddox for the prestigious honor. He also acknowledged his parents for always instilling the best in him as he transitions from high school to college.
- REMOVED FROM THE AGENDA - Proclamation recognizing the Life and Achievements of Dr. LaSalle Leffall, Jr.

CONSENT:

Commissioner Maddox moved, duly seconded by Commissioner Lindley to approve the Consent Agenda, with the exception of Items #1 and #5, which were pulled for further discussion. The motion carried 6-0 (Chairman Jackson absent).

1. Proposed Memorandum of Understanding by and between Grady County and Leon County

Commissioner Desloge requested this item be pulled for further discussion from the consent agenda.

Commissioner Desloge acknowledged County Administrator Long and County Attorney Thiele and all their efforts pertaining to this Memorandum including the professionalism displayed by the management of the two governmental entities.

Commissioner Dozier commended staff for their work. She further spoke to the longevity of the issues at hand and how the Florida Association of Counties is working to endorse greater coordination between counties on water issues. She noted it helps move the process along within the State.

Commissioner Dozier moved, seconded Commissioner Lindley, The Board approved Option 1: Approve the Memorandum of Understanding by and between Grady County and Leon County and authorize the County Administrator to execute.

Commissioner Desloge recognized Buddy Johnson, County Administrator for Grady County.

The motion carried 6-0. (Chairman Jackson absent).

2. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for June 19, 20-19, and Pre-Approve the Payment of Bills and Vouchers for the Period of June 19, 2019 through July 8, 2019.

3. FY 2017/2018 Annual Audit and Financial Statements

The Board approved Option 1: Accept the FF 2018/2018 Annual Audit and Financial Statements and authorize the Chairman to sign a letter transmitting the report to the Auditor General.

4. Florida Department of Health Emergency Medical Services Matching Grants

The Board approved Options 1 & 2: 1) Accept the two Florida Department of Health grants which total \$100,938 and authorize the County Administrator to execute all documents related to the grant funded projects, and 2) Approve the Resolution and associated Budget Amendment Request.:

5. Emergency Management Plan for Lake Talquin Dam

Chairman Jackson requested the item be pulled from the consent agenda.

County Administrator Long noted in Chairman Jackson's absence that he pulled the item to voice his support and acknowledged staff for their superior work.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, *The Board approved Option 1: Accept the status report on the implementation of the Lake Talquin Dam emergency management plan to safeguard and inform citizens in case of a controlled release of water. The motion carried 6-0. (Chairman Jackson absent).*

6. Find the Type "A" Site and Development Plan for a 134-Lot Single-Family Detached Residential Subdivision within the Summerfield Planned Unit Development Compliant with the Conditions Set Forth in Ordinance No. 04-40.

The Board approved Option 1: Find the Type” A” Site and Development Plan for a 134-Lot Single-Family Detached Residential Subdivision within the Summerfield Planned Unit Development compliant with the conditions set forth in Ordinance No. 04-40.

7. Public Pedestrian Access Easement and a Tri-Party Agreement for the Pedestrian Footpath Around View Pointe Pond

The Board approved Option 1: Approve the Public Pedestrian Access Easement and the Tri-Party Agreement for the Pedestrian Footpath around View Pointe Road in a final form approved by the County Attorney and authorize the Chairman to execute.

8. Reject all Bids for Solicitation BC-05-21-19-22, the Linene Woods Drainage Improvements Phase 1 Project

The Board approved Option 1: Authorize the Purchasing Director to reject all bids for Solicitation BC-05-21-19-22 for Linene Woods Drainage Improvements Phase 1 Project.

9. Florida Department of Transportation Grant for the Design of Safety Improvements on Old Bainbridge Road from I-10 to Capital Circle NW

The Board approved Options 1, 2, & 3: 1) Approve the Local Agency Program Agreement with FDOT for the design improvements on Old Bainbridge Road from I-10 to Capital Circle NW and authorize the County Administrator to execute; 2) Adopt the Resolution authorizing the Local Agency Program Agreement for the design of safety improvements on Old Bainbridge Road from I-10 to Capital Circle NW and authorize the County Administrator to execute, and 3) Approve the Resolution and associated Budget Amendment Request realizing \$74,974 from the Florida Department of Transportation into the County budget.

10. Resolution to Approve a Temporary Road Closure of Talpeco Road for the Florida Department of Transportation

The Board approved Option 1: Adopt a Resolution to approve a temporary road closure of Talpeco Road for the Florida Department of Transportation to complete intersection improvements at North Monroe Street and Talpeco Road.

11. Second Performance Agreement and Surety Device for Brookside Village Subdivision

The Board approved Option 1: Accept the Second Performance Agreement and Surety Device for Brookside Village Subdivision in a form approved by the County Attorney.

12. Funding for the Emergency Short-Term Housing Repair Program

The Board approved Option 1: Approve the Resolution and associated Budget Amendment Request in the amount of \$15,000 for the Housing Finance Authority’s allocation to the Emergency Short-Term Housing Repair Program.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-MINUTE LIMIT PER SPEAKER; THERE WILL NOT BE ANY DISCUSSION BY THE COMMISSION)

- Sylvia Hubbard, 311 Gaile Avenue, Director of the Minority Alliance for Advocating Community Awareness and Action (MAACA), solicited the Commission in support of \$50,000 for information regarding Acquired Immunodeficiency Syndrome (AIDS) and Human Immunodeficiency Virus (HIV) in minority communities. She provided data supporting her position that HIV/AIDS prevention needs to be fortified in Leon County.
- Melissa Villar, 169 Sinclair Road, National Organization for the Reform of Marijuana Laws (NORML), discussed Senate Bill 1020, which establishes rules for cannabis cultivation. She encouraged the Commission to support funding that would provide law enforcement equipment for testing hemp derived and marijuana derived products. She also noted a need to review the County's Adult Civil Citation laws surrounding cannabis usage and asked for support from the Commission.
- Dr. Sally Butzin, 1628 Woodgate Way, Community Action Committee of the United Church in Tallahassee, Woodgate Way, spoke of the recent gun violence in the City. She discussed Community Connection, a crime prevention and education program for youth at Palmer Munroe Teen Center, which was supported by a brief video. She requested allocation of funds for support and expansion of the program into the Leon County Schools.
- Jeremiah Murphy, 2040 Laurel Street, Volunteer for Community Connections, also gave supporting testimony for Community Connections. His aim is to expand Community Connections into schools. He shared the cost of incarcerating children. He noted the allocation of \$220,000 for the funding expansion would cover paid positions within the program, which they are requesting from the County, City, and School Board.

GENERAL BUSINESS

13. Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment

County Administrator Long introduced the item. Mr. Long explained this item seeks the Board's approval to schedule two public hearings to consider an Ordinance that will encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by providing a minimal and expedited permitting process with minimal permit costs for prospective applicants and by establishing a new section in the Land Development Code to consolidate the County's guidelines for the installation of solar energy systems. This item also requests the Board to initiate an out-of-cycle text amendment to Tallahassee - Leon County Comprehensive Plan to allow for solar energy systems as provided in the draft Ordinance.

Commissioner Maddox moved, duly seconded by Commissioner Minor approval of Options 1 & 2: 1) Schedule two public hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled "Definitions" and creating a new Section 10-6.820, entitled "Solar Energy Systems," for July 9, 2019, and September 17, 2019, at 6:00 p.m. and Option 2) Initiate an out-of-cycle text amendment to the Tallahassee-Leon County Comprehensive Plan to recognize solar electric generating systems as Light Infrastructure and to resolve internal inconsistencies in the Plan.

Commissioner Minor noted that this type of agenda item makes him proud to be working in government. He requested additional statute information and clarification on the installation regarding neighborhood-scale purchase power agreements and net metering. He asked that it be prepared for the Board as part of the first scheduled public hearing.

Commissioner Dozier commented on power purchase agreements and the need for an understanding of how the City or Talquin might work with a neighborhood solar project.

County Administrator Long confirmed that the information would be included in the public hearing agenda item.

The motion carried 6-0. (Chairman Jackson absent).

14. Bid Award to Capital Asphalt Inc. for the Goodwill Donation Station Parking Lot Relocation

County Administrator Long introduced the item. He conveyed this item seeks Board approval to award the bid to Capital Asphalt Inc. in the amount of \$297,695 for the Goodwill Donation Station parking lot relocation. The Goodwill Donation Station parking lot will be excavated as part of the Meridian Crossdrain Improvement Project to convey stormwater under Meridian Road rather than across the road.

Commissioner Maddox moved, duly seconded by Commissioner Minor approval of Option 1: Approve the bid award to Capital Asphalt Inc. in the amount of \$297,695 for the Goodwill Donation Station parking lot relocation and authorize the County Administrator to execute.

Commissioner Proctor inquired if the pond would be an overflow holding for flooding which occurs near the Goodwill Donation Station. He also confirmed with County Administrator Long that additional bid awards would come back before the Commission.

The motion carried 6-0. (Chairman Jackson absent).

15. Bid Award for Solicitation Number BC-06-06-19-27 to Southland Rowe Roofing, Inc. for the Leon County Detention Facility Roof Replacement Project

County Administrator Long introduced the item. He advised this item seeks Board approval to award the bid to Southland Rowe Roofing, Inc. in the amount of \$990,000 for Roof Replacement of Leon County Detention Facility Pods K/C, L/D and Central Care.

Commissioner Lindley moved, duly seconded by Commissioner Dozier approval of Option 1: Approve the bid award, including bid alternates One and Two, to Southland Rowe Roofing, Inc., in the amount of \$990,000 for the Roof Replacement of Leon County Detention Facility Pods K/C, L/D and Central Core, and authorize the County Administrator to execute the agreement in a form approved by the County Attorney.

Commissioner Proctor noted that he had seen a different amount of \$695,000 and asked for clarification.

County Administrator Long clarified it was for the Base Bid of \$695,000 and Additive Alternate 2 of \$295,000 totaling \$990,000.

Commissioner Minor commended staff for managing the issue quickly.

The motion carried 6-0. (Chairman Jackson absent).

16. Contract Award to Sentinel Offender Services for Electronic Monitoring and Associated Services

County Administrator Long introduced the item. He stated this agenda seeks Board approval of an Agreement with Sentinel Offender Services for Electronic Monitoring equipment and services.

Commissioner Lindley moved, duly seconded by Commissioner Maddox approval of Option 1: Approve the award of an agreement to Sentinel Offender Services for electronic monitoring and associated services and authorize the County Administrator to negotiate and execute a contract with Sentinel Offender Services, in a form approved by the County Attorney.

Commissioner Proctor inquired of the difficulties regarding electronic monitoring. He expounded on the noted desire to have a reliable company for monitoring that would be accountable to the courts and able to provide the necessary monitoring services.

Theresa Broxton, Director, Office of Intervention and Detention Alternatives, stated that the Courts have never questioned the equipment in and of itself, but rather the monitoring of the person.

The motion carried 6-0. (Chairman Jackson absent).

17. REMOVED FROM AGENDA – Leon County Commission Public Service Fellowship Program

18. Consideration of Revised Board Appointments to the Capital Region Transportation Planning Agency Board

County Administrator Long introduced the item. He shared that Commissioner Bryan Desloge had expressed an interest in serving on the Capital Region Transportation Planning Agency (CRTPA). This item seeks Board approval to increase the number of Leon County Commissioners serving on the CRTPA from three to four members and appoint Commissioner Desloge as the new member.

Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval of Option 1: Approve revising the full Board appointments to the CRTPA Board from three to four members and appoint Commissioner Desloge as the new member.

Commissioner Dozier expressed how thrilled she was with Commissioner Desloge's desire to serve. However, she noted that CRTPA may be transitioning to a "one member, one vote" structure, which may require the County to review its current membership.

The motion carried 6-0. (Chairman Jackson absent).

19. Full Board Appointments to the Architectural Review Board, the Board of Adjustments and Appeals, the CareerSource Capital Region Board and the Planning Commission

County Administrator Long introduced this item. He stated this agenda item seeks the full Board's consideration of the appointment of citizens to the Architectural Review Board, the Board of Adjustments and Appeals, the CareerSource Capital Region Board and the Planning Commission.

Board of Adjustments and Appeals

Commissioner Lindley moved Option 1, duly seconded by Commissioner Minor, the appointment of Jeff Blair (three-year term ending June 30, 2022) and Darryl Williams (unexpired term ending June 30, 2020).

The motion carried 6-0. (Chairman Jackson absent).

CareerSource Capital Region Board

Commissioner Maddox moved Option 2, duly seconded by Commissioner Dozier, the reappointment of Beth Cicchetti to the CareerSource Capital Region Board for a three-year term ending June 30, 2022.

The motion carried 6-0. (Chairman Jackson absent).

Architectural Review Board:

Commissioner Maddox moved Option 3, duly seconded by Commissioner Desloge the appointment of Eric VanSickle to the Architectural Review Board for a three-year term ending June 30, 2022.

The motion carried 6-0. (Chairman Jackson absent).

Planning Commission:

County Administrator Long stated Option 4 entails: Appoint one eligible applicant to the Planning Commission for a three-year term ending June 30, 2022. Eligible applicants are Debra Preble, Matthew Harris, Luis E. Rojas, Donna Gail Spencer, Willie Vann, and Leroy Collins Proctor. **If Ms. Preble is appointed the Board will need to waive the conflicting employment relationship disclosed on Form 4A.*

Commissioner Maddox moved Option 4, duly seconded by Commissioner Dozier, for approval of Mr. Willie Vann to the Planning Commission.

He then invited Mr. Vann to speak before the Board.

- Mr. Willie Vann introduced himself and provided a relevant summary of his professional, personal, and community engagement and expressed his interest in the appointment on the Planning Commission. He explained while his time in Leon County has been brief he is committed to serving. He expounded on his current service on the County's Code Enforcement Board.

Commissioner Proctor noted his support for Mr. Vann but cited his trepidation due to Mr. Vann's short tenure in Leon County, and opined that Mr. Leroy Collins-Proctor would be more qualified.

Commissioner Dozier agreed with Commissioner Proctor and offered her support for Mr. Leroy Collins-Proctor.

Commissioner Maddox rescinded his motion and thanked Mr. Vann for his willingness to serve.

Commissioner Proctor moved for Option 4, duly seconded by Commissioner Desloge, the appointment of Leroy Collins-Proctor to the Planning Commission for a three-year term ending June 30, 2022.

The motion carried 6-0. (Chairman Jackson absent).

Vice-Chair Desloge recessed the Board at 4:43 p.m. and announced that it would reconvene at 6:00 p.m. to conduct the scheduled public hearings.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

Vice-Chair Desloge called the Public Hearing to order at 6:00 p.m.

20. First and Only Public Hearing to Consider Adoption of an Ordinance Providing for a Code of Ethics, and Repeal Board Policy No. 03-05 (the Code of Ethics Policy)

County Attorney Thiele announced the Public Hearing. He noted in accord with the affirmative vote of the Leon County electorate at the November 6, 2018, General Election, which amended the Leon County Home Rule Charter to provide for enactment by ordinance of a Code of Ethics, this agenda item seeks the Board's adoption of an Ordinance providing for a Code of Ethics. In conjunction with the adoption of the proposed Ordinance, this item also requests the Board to repeal Board Policy No.03-05 (the Code of Ethics Policy), as the policy would no longer be necessary once the Code of Ethics Ordinance is adopted and in effect. He stated there were no basic changes.

Vice-Chair Desloge shared there were no speakers on this item.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the first and only public hearing and adopt an Ordinance providing for a Code of Ethics and repeal Board Policy No. 03-05 (the Code of Ethics Policy).

Commissioner Minor commented on the ethics policy. He acknowledged several recommendations from the organization Common Cause Florida. He mentioned honorariums – page 448 asked could they add language to distinguish honorarium from a gift. He shared he would support the Ordinance but asked that the Board be provided with additional information regarding solicitation of donations for 501(c)(4) organizations.

County Attorney Thiele recalled the language provided matched the statute.

Commissioner Dozier clarified the changes, especially with the statute. County Attorney Thiele professed if the statute changed, they would have to bring back.

The motion carried 6-0. (Chairman Jackson absent).

21. First and Only Public Hearing to Consider Adoption of an Ordinance Enacting the Recodified Leon County Code of Laws and Associated Resolutions

County Attorney Thiele introduced the item. He conveyed this item seeks the Board's adoption of a proposed ordinance enacting the recodified Leon County Code of Laws. In conjunction with the recodification process and the provisions of the proposed ordinance, this item will also seek the Board's adoption of three associated resolutions.

Commissioner Lindley moved, duly seconded by Commissioner Proctor, approval of Option 1: Conduct the first and only public hearing and adopt an Ordinance enacting the recodified Leon County Code of Laws and adopt associated Resolutions.

Commissioner Dozier elaborated on the importance of using gender-neutral language in the recodified Code of Law and commended staff for capturing it.

The motion carried 5-0. (Commissioner Jackson absent and Commissioner Proctor out of chambers).

22. First and Only Public Hearing to Consider a Fourth Amendment to the Southwood Integrated Development Order

County Attorney Thiele introduced the item. He shared this seeks approval of a proposed fourth amendment to the Southwood Integrated Development Order to re-designate an 18-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 City and County Commissions and would allow the applicant to construct apartments on the subject property, which is entirely located within the City of Tallahassee.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the first and only public hearing and approve the fourth amendment to the Southwood Development of Regional Impact Development Order. The motion carried 5-0. (Chairman Jackson absent and Commissioner Proctor out of chambers).

23. First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector

County Attorney Thiele introduced the item. He noted as required by Florida Statutes, this Public Hearing provides for all properties being assessed for the first time, and certification of the entire assessment roll to the Tax Collector.

Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the first and only public hearing and approve the Resolution adopting the Stormwater Non-ad Valorem Assessment Roll and certify the entire Roll to the Tax Collector.

Commissioner Proctor inquired about the stormwater fees.

Deputy County Administrator, Alan Rosenzweig, responded that the fees assessed are restricted to funding stormwater maintenance.

The motion carried 5-1. (Chairman Jackson absent and Commissioner Proctor in opposition).

24. First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and the Certification of the Entire Roll to Tax Collector

County Attorney Thiele introduced the item. He detailed as required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Solid Waste Disposal Services.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only public hearing and approve the Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and authorize the Chairman to certify the entire Roll to the Tax Collector. The motion carried 6-0. (Chairman Jackson absent).

25. First and Only Public hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to the Tax Collector

County Attorney Thiele introduced the item. He conveyed as required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Fire Rescue Services.

Commissioner Lindley moved, duly seconded by Commissioner Proctor, approval of Option 1: Conduct the first and only public hearing and approve the Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and authorize the Chairman to certify the entire Roll to the Tax Collector.

Commissioner Proctor raised his concerns for the lack of fire hydrants in some communities and asked for clarification regarding the levying of fire service fees. He voiced his opposition.

County Administrator Long detailed the fire services fee is based upon the proximity to the fire stations, and the County uses a specific legal methodology to ensure they are following all regulations.

Commissioner Dozier shared the neighborhood cost-sharing program the County implemented was put in place to install additional hydrants. She recalled the LIFE program would also result in additional hydrants.

Commissioner Proctor's stance was that he was in opposition and could not support this because of the lack of fire hydrants in certain communities. He requested additional information on planned hydrant locations.

County Administrator Long replied that an update would be provided to the Commission.

The motion carried 5-1. (Commissioner Proctor opposed, Chairman Jackson out of chambers).

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-MINUTE LIMIT PER SPEAKER; COMMISSION MAY DISCUSS ISSUES THAT ARE BROUGHT FORTH BY SPEAKERS.)

- Richard Edwards, 2020 Longview Dr. Tallahassee, FL 323303, addressed the Board with his concerns of a sinkhole that resulted from a holding pond at Harriet Drive and Longview Drive that had damaged his neighbor's home. He raised concerns that his home and other homes nearby might become impacted.
 - County Administrator Long replied they are aware of the condition of the County Storm Water Pond. He noted that extensive testing found that the sinkhole does not currently pose a threat to the surrounding area. However, the Board has allocated the needed funding to mitigate the sinkhole.
 - Brent Pell, Public Works Director, explained the process for what would be used to mitigate the sinkhole.
 - Commissioner Proctor commented on the damage to the home and inquired about the county's liability.
 - Attorney Thiele explained they have no liability on acts of nature or obligation.
 - Commissioner Dozier asked about the impact to the driveway. She was concerned with the shift on the property.
 - Commissioner Minor stated he was familiar with this issue. He noted there has been 3 rounds of testing and there was no determination that it would cause damage across the street.
 - Commissioner Desloge inquired was there a way to communicate that would keep all in the loop on the progress being made.

- Gary Montgomery, 322 Calhoun Street, Living Stones International, sought \$6,000 to address a shortfall for their Summer Youth Program and \$60,000 for their Children of Value (COVE) Learning Academy targeting high-risk children in elementary school. He supported his request with a fact sheet that was presented to the Commission.
 - Commissioner Desloge commended Mr. Montgomery for his work in the community and explained that the County has a dedicated process through the Community Health Service Partnership (CHSP) to distribute funding for non-profits.
 - Commissioner Proctor emphasized that the type of program offered by Living Stones should focus on the 32304-zip code, where it is needed the most.
 - Commissioner Maddox clarified with the County Administrator that the County Ordinance would prohibit eligible organizations from receiving funding outside of the CHSP process. He reflected on the changing needs of the community and noted that the CHSP Assessment is needed.
 - Commissioner Dozier addressed the need for the program. However, she explained the Board receives numerous funding requests and the Ordinance is in place to determine how to allocate limited funds to deserving organizations.
 - Commissioner Maddox reemphasized the need for the CHSP Assessment. He offered Mr. Montgomery the opportunity to speak with him in order to identify different opportunities.

- Peter Butzin, 1628 Woodgate Way, Common Cause Florida, expressed support for agenda item 20, the proposed Ethics Ordinance. He inquired if the Board would consider prohibiting the solicitation of donations to 501 (c)(4) organizations, amending the burden of proof to "a preponderance of evidence", prohibiting honorariums, and striking the terms "continuing or frequently occurring" when referring to conflicts of interest.

- David Fermin, 2020 Longview Drive, addressed the stormwater facility issue. He commented that he is the homeowner that was being discussed. He noted his home had been impacted by the sinkhole and expressed concern that the project may not prevent further damage. He also commented on a separate issue, the need for additional information on Bike Safety.
 - Commissioner Minor commented on the two issues of the sinkhole and the stormwater pond. He explained that the County conducted several rounds of tests and found that the sinkhole does not pose a threat to surrounding homes.
 - Commissioner Proctor inquired if the County could enact a moratorium on building in an area impacted by the sinkhole. He asked if the County's insurance would cover the damages caused by the sinkhole.
 - County Attorney Thiele confirmed that the Board could enact a moratorium if the sinkhole was determined to be a hazard risk. He detailed the County's Insurance would only cover the damages if the county had been negligent. However, the test determined that there was no causal relationship.
 - Commissioner Dozier asserted that there was no way to prevent building on karst lands because most of the state sits upon the Florida aquifer.

COMMENTS/DISCUSSION ITEMS

County Attorney Thiele:

- No Items.

County Administrator Long:

- Congratulated Commissioner Maddox for becoming President of the Florida Association of Counties (FAC) on behalf of all County staff.

COMMISSIONER DISCUSSION ITEMS

Commissioner Minor:

- Acknowledged Commissioner Maddox on becoming President of Florida Association of Counties. He emphasized Leon County's presence in both state and national leadership and discussed the continuing prominence of the Commissioners and Staff.
- Recognized Mr. Charlie Holland, his office's Summer Youth Intern.
- Wished Paul McCartney a Happy Birthday.

Commissioner Proctor:

- Reflected on the closing of Gramling's Feed Store and how it had served the community.
 - *Commissioner Proctor moved, duly seconded by Commissioner Maddox, to authorize the Chairman to send a letter on behalf of the Board recognizing Gramling's 104 years of service to the Leon County Community. The motion carried 6-0. (Chairman Jackson absent).*
- Commended Commissioner Maddox as well for becoming the FAC President.
- Discussed the County's Adult Civil Citation Program and suggested an updated Status Report be prepared for the Board.
 - Asked County Attorney Thiele if adults must plead guilty. Staff explained the program process and clarified that there is no admission of guilt.
 - Commissioner Lindley inquired if the Status Report could also include the impacts of medical marijuana legalization on the Civil Citation Program.

- Commissioner Maddox asserted the Civil Citation Program is already an option for law enforcement and the County would need to partner with each agency to expand its utilization.
- Commissioner Desloge reflected on the large number of agencies in Leon County with arresting authority and commented that the County can't unilaterally mandate that these agencies use the program.
- Commissioner Dozier noted the Board had reviewed the issue previously and confirmed that Leon County's existing ordinance has been used as a model for several communities. She suggested that the status report address ways to better work with law enforcement and encourage the use of the civil citation program.
- Commissioner Maddox reflected on the use of CBD oils and other cannabinoids resulting in positive drug test results with regular usage.
- *Commissioner Proctor moved, duly seconded by Commissioner Lindley, to direct staff to prepare a status report on the County's Civil Citation Program, including an evaluation of possible "decriminalization" of limited quantities of marijuana, and a review of recent legislation regarding hemp, an assessment of how other jurisdictions have addressed possession of limited quantities of marijuana. The motion carried 6-0. (Chairman Jackson absent).*
- Mentioned the Blueprint Intergovernmental Agency (IA) Meeting on June 27, 2019. He asked for support of the Northeast Park and the Fairgrounds Project.
- Regarding the July 9, Budget Workshop, he asked was it still necessary and if not, that it be eliminated.
- County Administrator Long commented there was no problem in eliminating that Workshop, since most items had been resolved.

Commissioner Dozier:

- Noted her appreciation on the conversation on cannabis.
- Requested a status report on the Community Connection Program should the City of Tallahassee and Leon County Schools agree to the expansion of the program in schools. She highlighted the incredible impact of the program and the importance of getting schools involved.
- *Commissioner Dozier moved, seconded by Commissioner Maddox, to direct staff to provide an update in September on Leon County Schools' and the City of Tallahassee's actions related to the Community Connection Program. The motion carried 6-0. (Chairman Jackson absent).*
 - Commissioner Lindley also expressed interest in an overview of the Community Connection Program.
- Commended staff for the positive impact of the County's EMS Press the Chest event. She shared a personal testimony and how the training could save lives.
- Recognized Commissioner Maddox as the FAC President.
- Congratulated Commissioner Minor on completing the County Commissioner Certification Program.
- Reflected on the City's Memorandum of Understanding (MOU) with NextEra to identify an alternate route for the transmission lines utility project to protect Tram Road Citizens. She requested a status update with the Florida Department of Environmental Protection and the Division of Historical Resources as well as the status of the U.S. Forestry permit application. She noted the status update could be provided by email prior to the Board's July 9, 2019 meeting.

Commissioner Maddox:

- Commissioner Maddox thanked the Board for supporting him with the Florida Association of Counties Presidency.
- Highlighted the Institute for County Government with the level two Advanced County Commissioners (ACC) Courses which were instrumental in providing him with knowledge on the cannabis issues.

Chairman Lindley:

- Applauded Commissioner Maddox and noted her admiration of Commissioner Maddox as a teambuilder.
- Thanked Vice-Chairman Desloge for his participation in Leon Works.

Vice-Chairman Desloge:

- Provided congratulatory remarks to Commissioner Maddox on becoming the FAC President.
- Shared some of the various efforts made in Leon County related to bike and pedestrian trails and requested an agenda item assessing how other counties have successfully addressed the issue.
 - Commissioner Dozier pointed out she loved the idea. She shared that the agenda item should also address how the County could better work with community partners such as CRTPA, Blueprint, City, and County on a collaborative approach.
 - Commissioner Lindley suggested the item address cyclist and pedestrian safety.
- *Commissioner Minor moved, duly seconded by Commissioner Maddox, to direct staff to prepare a comprehensive report of all efforts in Leon County related to bike and pedestrian trails and a survey of how other communities have successfully coordinated bike and pedestrian initiatives. The motion carried 6-0. (Chairman Jackson absent).*
- Requested an agenda item on the recent legislation regarding the syringe exchange program to determine applicability.
- *Commissioner Maddox moved, duly seconded by Commissioner Dozier to direct staff to prepare an agenda item on the recent legislation permitting counties to establish syringe exchange programs. The motion carried 6-0. (Chairman Jackson absent).*

Chairman Jackson:

- Not present.

Commissioner Lindley left at this juncture of the meeting at 6:49 p.m.

RECEIPT AND FILE:

- Capital Region Community Development District Meeting Minutes from March 7, 2019, and April 11, 2019.

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 7:18 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners


Agenda Item #2

September 17, 2019

To: Honorable Chairman and Members of the Board

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

Title: Amendment to Contract for Administrative Law Judge Services



Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review and Approval:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Emily R. Pepin, Assistant County Attorney

Statement of Issue:

This agenda item seeks Board approval of an amendment to the current Contract with the Department of Administrative Hearings (DOAH) for Administrative Law Judge Services to expand the scope of hearings that the County can refer to DOAH.

Fiscal Impact:

This item has a fiscal impact. Funding for this agreement is contemplated in the County Attorney's FY 2020 operating budget and will be expended if these services are needed.

Staff Recommendation:

Option #1: Approve the Amendment to the Administrative Law Judge Services Contract (Attachment # 1) and authorize the Chairman to execute.

Report and Discussion

Background:

On November 24, 2003, Leon County entered into a Contract with Department of Administrative Hearings (DOAH) for Administrative Law Judge (ALJ) Services that would allow for administrative review of vested rights interests required by Ordinance No. 90-31 and to hear appeals of site and development plan review in accordance with Section 10-1485, of the Land Development Code. These services are authorized pursuant to Section 120.65(6), *Florida Statutes*.

Analysis:

Since 2003, the County has developed additional appeals processes within the Code of Laws which could be referred to an Administrative Law Judge, which were not included within the scope of the original Contract with DOAH. For example, as written DOAH does not hear appeals of decisions made pursuant of our Right-of-Way Ordinance. The proposed amendment attached hereto as Attachment #1 expands the scope of review by DOAH to include all references to hearing officers, special magistrates or administrative law judges to capture all appeals and review processes within the Code of Laws. It also updates the contact information for DOAH. All other terms and conditions, including the cost analysis process, will remain the same. The current rate is \$153 per hour and has been reassessed for the next year at \$153 per hour beginning October 2019. Funding for these services is contemplated in the County Attorney's operating budget.

Options:

1. Approve the Amendment to the Administrative Law Judge Services Contract (Attachment #1) and authorize the Chairman to execute.
2. Do not approve the Amendment to the Administrative Law Judge Services Contract.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Amendment to the Administrative Law Judge Services Contract

**AMENDMENT TO ADMINISTRATIVE LAW JUDGE
SERVICES CONTRACT
Contract No. C-015**

THIS AMENDMENT TO CONTRACT is between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, hereinafter referred to as “County” and the State of Florida, Division of Administrative Hearings, hereinafter referred to as “DOAH.”

WHEREAS, on November 24, 2003, the parties entered into the Administrative Law Judge Services Contract, Contract No. C-015, hereinafter referred to as the “Contract” which is attached hereto as Addendum A and incorporated herein, to provide Administrative Law Judge services to the County where a hearing officer was needed to determine vested rights and appeals of site and development plan reviews; and

WHEREAS, the County wishes to make DOAH’s services available for additional appeals processes provided within the Code of Laws of Leon County, Florida; and

WHEREAS, the parties mutually agree to amend the Contract to expand the scope of services to all instances within the Code of Laws of Leon County, Florida, where a party may refer a decision to a hearing officer.

NOW, THEREFORE, based on the mutual covenants and considerations herein, the parties agree to amend the Contract as follows:

1. The scope of hearings as contemplated in the Whereas clauses in the Contract shall be expanded to include all hearings and appeals within the Code of Laws of Leon County, Florida, that may be referred to a hearing officer, special master or administrative law judge.

2. Paragraph 5, Contract Management, shall be replaced in its entirety with the following:

5. Contract Management.

Lisa M. Mustain
Director of Administration
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

Phone (850) 488-9675, Email Lisa.Mustain@doah.state.fl.us

3. Except as provided herein, all other terms and conditions as provided in the Contract shall remain in full force and effect.

4. This Agreement shall become effective upon the last date signed below.

LEON COUNTY, FLORIDA

Leon County Board of County Commissioners

BY: _____
Jimbo Jackson, Chairman

DATE: _____

ATTEST:

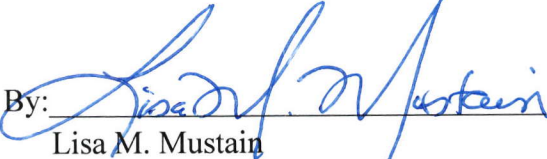
Gwen Marshall, Clerk of the Court & Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele
County Attorney

**STATE OF FLORIDA, DIVISION
OF ADMINISTRATIVE HEARINGS**

By: 
Lisa M. Mustain
DIRECTOR OF ADMINISTRATION

DATE: 8/1/2019

EXHIBIT A

ADMINISTRATIVE LAW JUDGE SERVICES CONTRACT

Contract No. C-015

THIS AGREEMENT, is between LEON COUNTY, FLORIDA, acting by and through its County Commission, hereinafter referred to as "COUNTY," and the State of Florida, Division of Administrative Hearings, hereinafter referred to as "DOAH."

WHEREAS, Leon County Ordinance No. 90-31, adopted July 16, 1990, requires that the County provide administrative procedures and standards by which a property owner may demonstrate that private property rights had vested against the provisions of the 2010 Comprehensive Plan; and

WHEREAS, Leon County Land Development Code Section 10-1485 provides that the County may contract with DOAH for hearing officers to hear appeals of applicants for site and development plan reviews; and

WHEREAS, it has been determined by the COUNTY and DOAH that a contractual arrangement for the purpose of providing an Administrative Law Judge is available for the above stated provision under Section 120.65, Florida Statutes; and

NOW, THEREFORE, the parties hereto, for valuable consideration and the mutual promises between the parties hereto, it is agreed as follows:

1. Scope of Services. DOAH agrees to make Administrative Law Judges available to COUNTY. The Administrative Law Judges to be provided will be full-time judges employed by the State of Florida, Division of Administrative Hearings. The Administrative Law Judges to be provided are experts in the adjudication of administrative disputes.

2. Compensation. The fiscal year 2003-2004 General Appropriations Act, Chapter 2003-397, Laws of Florida, requires DOAH to renegotiate its contract for Administrative Law Judge services annually so that the hourly rate charged is based on a total-cost-recovery methodology. The rate has been determined to be \$129.00 per hour beginning November 1, 2003. DOAH will notify the COUNTY of the amended hourly rate on or about the first day of September of each year. That rate will become effective on the first day of October that same year. The COUNTY agrees to compensate DOAH from the date of the last signature on this contract until October 1, 2004, at the hourly rate of \$129.00 per hour, for each hour actually worked, and subsequently, at the hourly rate determined in accordance with the Florida Legislature's directive. This rate will apply for Administrative Law Judge services in

preparing for hearings, traveling to hearings, conducting hearings, and preparing Recommended Orders.

3. Expenses. COUNTY agrees to pay the actual travel expenses of the Administrative Law Judge in the amount provided pursuant to Chapter 112, Florida Statutes. DOAH agrees, whenever possible, to arrange the travel schedule of such Administrative Law Judge so that the Administrative Law Judge can accomplish other work during a trip, and, in such instances, travel expenses and hourly compensation will be prorated for services to COUNTY. DOAH will submit invoices monthly and COUNTY agrees to remit payment monthly in accordance with Chapter 218, part VII, Florida Statutes. DOAH agrees to provide COUNTY an itemized statement of the charges and costs described therein with the invoice.

4. Video Teleconferencing. In the event a hearing is being conducted by video teleconferencing, COUNTY will reimburse DOAH at the current video teleconferencing rate (Attachment A) for the time the equipment is used.

5. Contract Management. Deputy Chief Judge Harry L. Hooper or in his absence Administrative Services Director Lisa M. Guidry shall provide contract management services under this Agreement for DOAH.

6. Term. This Agreement is for a term of one (1) year and will begin on the date the last signature is

placed on this contract and will automatically renew for succeeding yearly periods one year from the date last signed. This Agreement may be amended from time to time by mutual agreement of the parties, and may be terminated by either party for the convenience of that party upon thirty (30) days' written notice.

7. Request for Services. COUNTY, in order to obtain the services of an Administrative Law Judge, shall initiate a letter to the Chief Judge, Division of Administrative Hearings, requesting the services of an Administrative Law Judge and shall include with such request a copy of any materials relevant to the request. DOAH shall provide an Administrative Law Judge within thirty (30) days of its receipt of the letter initiating such request.

LEON COUNTY, FLORIDA

By: *Janet A. Smith* Date: 11/24/03
Vice Chairman, Board of County Commissioners

STATE OF FLORIDA, DIVISION
OF ADMINISTRATIVE HEARINGS

APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE
Leon County, Florida

[Signature]

By: *Harry L. Hooper* Date: Oct 30, 2003
HARRY L. HOOPER
Deputy Chief Judge

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



**State Of Florida/State Technology Office
Department Of Management Services
Suncom Videoconferencing Network
RATES**

Point-To-Point Videoconferences (Two Rooms):

DMS Provided Rooms	\$100.00/hour*
User Owns One Room	\$ 75.00/hour*
User Owns Both Rooms	\$ 36.00/hour*

Multi-Room Videoconferences (Three or More):

DMS Provided Rooms	\$ 75.00/hour/room*
<small>(Deduct \$25.00/hour for each user owned room.)</small>	

(*Rate listed is for 384Kbps video speed which is recommended for most videoconference users)

One hour minimum use. 48-Business-Hour cancellation fee of total scheduled time.

<u>City</u>	<u>Video Room Location</u>	<u>Room #</u>
Tallahassee	Capital Circle Office Center	301 (Bldg. 4030)
	Capital Circle Office Center	109 (Bldg. 4030)
	Capital Circle Office Center (^special use facility) ^101 (Bldg. 4050)	
Daytona Beach	DB Regional Service Center	A-101
Ft. Lauderdale	North Broward Regional Service Center**	196
Ft. Myers	Ft. Myers Regional Service Center	165-A
Jacksonville	Duval Regional Service Center (Bldg.B)	B-301
Miami	Rohde Building	N-106
Orlando	Hurston Building (North Tower)	N-101
Pensacola	James Building	501-A
Tampa	Trammell Building	608
West Palm Beach	Dimick Building/Palm Beach RSC	114-C

ATTACHMENT A

**Leon County
Board of County Commissioners**

Notes for Agenda Item #3

Leon County Board of County Commissioners

Agenda Item #3

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers



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

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted September 17, 2019 and pre-approval of payment of bills and vouchers for the period of September 18, 2019 through September 23, 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 September 17, 2019 and pre-approve the payment of bills and vouchers for the period of September 18, 2019 through September 23, 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 September 17th meeting, the morning of Monday, September 16, 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 September 24, 2019, it is advisable for the Board to pre-approve payment of the County's bills for September 18, 2019 through September 23, 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 September 17, 2019 and pre-approve the payment of bills and vouchers for the period of September 18, 2019 through September 23, 2019.
2. Do not approve the payment of bills and vouchers submitted for September 17, 2019, and do not pre-approve the payment of bills and vouchers for the period of September 18, 2019 through September 23, 2019.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #4

Leon County Board of County Commissioners

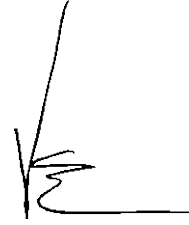
Agenda Item #4

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets



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

Statement of Issue:

This item seeks the Board's approval to withdraw \$122,500 from the Law Enforcement Trust Fund to be utilized by the Sheriff's Office for a variety of crime prevention programs.

Fiscal Impact:

This item has a fiscal impact of \$122,500. Adequate funding is available in the Law Enforcement Trust Fund. As of August 30, 2019, the fund has a balance of \$217,546.

Staff Recommendation:

Option #1: Approve the transfer of \$122,500 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention programs.

Report and Discussion

Background:

Florida Statute addresses the disposition of liens and forfeited property and allows for the establishment of a special law enforcement trust fund that defines the conditions under which a Board of County Commissioners can allow proceeds from such a fund to be expended. Section 932.7055, Florida Statutes, provides for disposition of liens and forfeited property as follows:

- The proceeds from the sale of forfeited property shall be disbursed in the following priority: (a) payment of the balance due on any lien preserved by the court in the forfeiture proceedings, (b) payment of the cost incurred by the seizing agency in connection with the storage, maintenance, security, and forfeiture of such property, and (c) payment of court costs incurred in the forfeiture proceeding
- If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned shall be used for school resource officers, crime prevention, safe neighborhoods, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.

The Statute gives the Sheriff's Office the discretion to determine which program(s) will receive the designated proceeds. The funds may be expended upon request by the Sheriff to the Board of County Commissioners, accompanied by a written certification that the request complies with the provisions of the Statute.

Analysis:

Sheriff Walt McNeil has requested a draw of \$122,500 from the Law Enforcement Trust Fund for crime prevention programs (Attachment #1). The attachment lists Crime Prevention Programs, such as the Citizens Academy, Youth Sports Sponsorships, Crime/Drug Prevention Charities, K-9 Dogs, and the Peacemakers Project. The Sheriff has certified that the Law Enforcement Trust Fund assets requested would be expended in accordance with the requirements of Florida Statute.

As of August 30, 2019, a balance of \$217,546 is available in the Law Enforcement Trust Fund. The funds will be disbursed directly from the trust fund.

Options:

1. Approve the transfer of \$122,500 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention programs.
2. Do not approve the transfer of \$122,500 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention programs.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Law Enforcement Trust Fund letter from the Sheriff



Sheriff Walt McNeil

LEON COUNTY SHERIFF'S OFFICE

HONESTY & INTEGRITY ACCOUNTABILITY TEAMWORK TRUST & RESPECT COMMITMENT TO EXCELLENCE

July 05, 2019

Honorable Jimbo Jackson
Chairman, Board of County Commission
Leon County Courthouse
301 S. Monroe Street
Tallahassee, FL 32301

Dear Chairman Jackson,

The Leon County Sheriff's Office is requesting a draw from the Law Enforcement Trust Fund in the amount of \$122,500.

These funds will be utilized for various crime and drug prevention activities as shown on the attached memorandum.

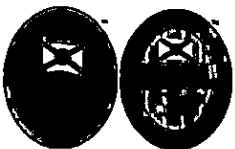
I hereby certify that these expenditures comply with Section 932.7055 F.S. Please call me if you have any questions regarding this request.

Sincerely,

Walt McNeil
Sheriff


Enclosure

WM/rr



Leon County Sheriff's Office

Inter-Office Memorandum

Date: July 05, 2019
To: Chief David Folsom 
From: Richard Ritter
Chief Financial Officer
Subject: 2018-2019 State Forfeiture Fund Request

The following request for forfeiture funds is in accordance with F.S. 932.7055(5)(a), for crime prevention and school resource deputy programs.

Crime Prevention Programs:

Citizens Academy	\$10,000
Youth Sports Sponsorships	\$ 7,500
Crime/Drug Prevention Charities	\$50,000
K-9 Dogs	\$20,000
Peacemakers Project	\$35,000

Total Forfeiture Request **\$122,500**

**Leon County
Board of County Commissioners**

Notes for Agenda Item #5

Leon County Board of County Commissioners


Agenda Item #5

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Commissioner Appointments to the Census 2020 Complete Count Committee



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Cherie Bryant, Director, Tallahassee-Leon County Planning Mary Smach, Agenda Coordinator

Statement of Issue:

This agenda item seeks the Board's approval of seven members to serve on the Census 2020 Complete Count Committee as described in the Enabling Resolution approved by the Board at its meeting on July 9th. The Committee is tasked with the responsibility of increasing awareness and motivating residents to respond to the 2020 Census and providing input to staff.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Appoint 7 members to serve on the Census 2020 Complete Count Committee for a one-year term as follows:

- a. Ratify Commissioner Lindley's appointment of Holly Hohmeister
- b. Ratify Commissioner Maddox's appointment of Adela Ghadimi
- c. Ratify Commissioner Proctor's appointment of Deborah Kearney
- d. Ratify Chairman Jackson's appointment of Willie Vann
- e. Ratify Commissioner Minor's appointment of Mutaqee Akbar
- f. Ratify Commissioner Desloge's appointment of Jeff Hendry
- g. Ratify Commissioner Dozier's appointment of Tim Center.

Should the Board choose to appoint Tim Center it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.

Report and Discussion

Background:

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

Analysis:

Census 2020 Complete Count Committee

At the FY 2020 Budget Workshop held on June 18, 2019, and ratified at the July 9th meeting, the Board approved Resolution No. 19-21 (Attachment #1) that established the joint County/City Census 2020 Complete Count Committee tasked with the responsibility of increasing awareness and motivating residents to respond to the 2020 Census.

Purpose: The Committee’s purpose is to communicate the importance and safety of completing the census questionnaire to constituents to ensure the Census count for Leon County and Tallahassee is as accurate as possible.

Composition: The Committee is comprised of 27 members as follows:

- a. The Director of the Tallahassee-Leon County Planning Department who shall serve as Chair.
- b. One staff member from the Tallahassee-Leon County Planning Department
- c. One staff member from Leon County Community and Media Relations
- d. One staff member from City of Tallahassee Communications
- e. One staff member from the Tallahassee-Leon County Office of Economic Vitality
- f. One member from Florida State University
- g. One member from Florida Agricultural & Mechanical University
- h. One member from Tallahassee Community College
- i. One member from United Partners for Human Services
- j. One member from Council of Neighborhood Associations
- k. One member from Leon County Schools
- l. One member from Greater Tallahassee Chamber of Commerce
- m. One member from Big Bend Minority Chamber of Commerce
- n. One member from Capital City Chamber of Commerce
- o. One member from Faith-Based Community
- p. One member appointed by each Leon County Commissioner
- q. One member appointed by the Mayor and each City of Tallahassee

The Committee will be dissolved upon the completion of the responsibilities to occur with final Census Bureau coverage management, to conclude no later than October 2020.

Vacancies: Seven (7) members are appointed by the Board of County Commissioners, with each Commissioner making one appointment. The Committee members selected by each County Commissioner are outlined in Table #1 as follows:

Table #1: Census 2020 Complete Count Committee

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
At-large I	10/31/2020	2.	Holly Hohmeister	Ratify Commissioner Lindley's appointment for a one-year term ending 10/31/2020.
At-large II	10/31/2020	3.	Adela Ghadimi	Ratify Commissioner Maddox's appointment for a one-year term ending 10/31/2020.
District I	10/31/2020	4.	Deborah Kearney	Ratify Commissioner Proctor's appointment for a one-year term ending 10/31/2020.
District II	10/31/2020	5.	Willie Vann	Ratify Chairman Jackson's appointment for a one-year term ending 10/31/2020.
District III	10/31/2020	6.	Mutaqee Akbar	Ratify Commissioner Minor's appointment for a one-year term ending 10/31/2020.
District IV	10/31/2020	7.	Jeff Hendry	Ratify Commissioner Desloge's appointment for a one-year term ending 10/31/2020.
District V	10/31/2020	8.	Tim Center ¹	Ratify Commissioner Dozier's appointment for a one-year term ending 10/31/2020.

¹ Applicant requests a waiver of the conflicting employment relationship as disclosed in Form 4A (Attachment #6). Should the Board choose to appoint Tim Center it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.

Staff is coordinating the appointments by the community partners for the remainder of the member seats, and the membership will be posted on the County's [Census 2020 Complete County Committee](#) webpage.

It is anticipated that the City Commission will ratify their appointments to the Census 2020 Complete County Committee at the September 11th Commission meeting. The Committee's first meeting is tentatively scheduled for the week of October 15th.

Options:

1. Appoint 7 members to serve on the Census 2020 Complete Count Committee for a one-year term as follows:
 - a. Ratify Commissioner Lindley's appointment of Holly Hohmeister
 - b. Ratify Commissioner Maddox's appointment of Adela Ghadimi
 - c. Ratify Commissioner Proctor's appointment of Deborah Kearney
 - d. Ratify Chairman Jackson's appointment of Willie Vann
 - e. Ratify Commissioner Minor's appointment of Mutaqee Akbar
 - f. Ratify Commissioner Desloge's appointment of Jeff Hendry
 - g. Ratify Commissioner Dozier's appointment of Tim Center.
Should the Board choose to appoint Tim Center it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.
2. Board direction.

Recommendation:

Option #1 a.-g.

Attachments:

1. Resolution No. 19-21 establishing the Census 2020 Complete Count Committee
2. Hohmeister application and resume
3. Ghadimi application and resume
4. Kearney application and resume
5. Vann application and resume
6. Akbar application and bio
7. Hendry application and resume
8. Center application, resume & Form 4A

LEON COUNTY RESOLUTION NO. 19-21
CITY OF TALLAHASSEE RESOLUTION NO. 19-R-31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AND THE CITY OF TALLAHASSEE COMMISSION TO ESTABLISH AN ADVISORY COMMITTEE WHICH SHALL BE NAMED THE CENSUS 2020 COMPLETE COUNT COMMITTEE, AND WHICH SHALL OPERATE AND FUNCTION AS A FOCUS GROUP.

WHEREAS, the Board of County Commissioners of Leon County, Florida (the Board) and the City of Tallahassee Commission (the Commission) recognizes and acknowledges that the Census count requires extensive work, and the Census Bureau requires participation at the state and local level to ensure a complete and accurate count; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, and others will enable the 2020 Census message to reach more of our citizens; the Board and the Commission wish to establish and appoint an advisory committee to function and operate in accordance with Board Policy No. 03-15, "Board-Appointed Citizen Committees" and in accordance with City Commission Policy No. 110, "Citizen Advisory Board Guidelines."

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

1. The Board and the Commission hereby establish an advisory committee, to be named the Census 2020 Complete Count Committee, for the purpose of communicating the importance and safety of completing the census questionnaire to constituents to ensure the Census count for Leon County and Tallahassee is as accurate as possible.

2. The Census 2020 Complete Count Committee shall function and operate as a Focus Group in accordance with Board Policy No. 03-15, "Board-Appointed Citizen Committees" and as an Advisory Board in accordance with City Commission Policy No. 110, "Citizen Advisory Board Guidelines."

3. The Census 2020 Complete Count Committee shall be charged with the responsibility of increasing awareness and motivating residents to respond to the 2020 Census.

4. The Census 2020 Complete Count Committee shall have 27 members to be appointed as follows:

- a. The Director of the Tallahassee-Leon County Planning Department who shall serve as Chair.
- b. One (1) staff member from the Tallahassee-Leon County Planning Department.
- c. One (1) staff member from Leon County Community and Media Relations.
- d. One (1) staff member from City of Tallahassee Communications.
- e. One (1) staff member from the Tallahassee-Leon County Office of Economic Vitality.
- f. One (1) member from Florida State University.
- g. One (1) member from Florida Agricultural & Mechanical University.
- h. One (1) member from Tallahassee Community College.
- i. One (1) member from United Partners for Human Services.
- j. One (1) member from Council of Neighborhood Associations.
- k. One (1) member from Leon County Schools.
- l. One (1) member from Greater Tallahassee Chamber of Commerce.
- m. One (1) member from Big Bend Minority Chamber of Commerce.
- n. One (1) member from Capital City Chamber of Commerce.

- o. One (1) member from Faith-Based Community.
 - p. One (1) member appointed by each Leon County Commissioner.
 - q. One (1) member appointed by the Mayor and each City of Tallahassee Commissioner.
5. Staff from the Tallahassee-Leon County Planning Department, Tallahassee-Leon County Office of Economic Vitality, Leon County Community & Media Relations, and City of Tallahassee Communications shall assist the Census 2020 Complete Count Committee.
6. The members of the Census 2020 Complete Count Committee shall not be subject to full and public disclosure of financial interests.
7. The Census 2020 Complete Count Committee shall be dissolved upon the completion of responsibilities to occur with final Census Bureau coverage management, to conclude no later than October 2020.
8. This Resolution shall become effective immediately upon its adoption by both bodies.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this 9th day of July, 2019 and by the City of Tallahassee Commission on this 19th day of June, 2019.

LEON COUNTY, FLORIDA



BY: _____

Jimbo Jackson
Jimbo Jackson, Chairman
Board of County Commissioners

ATTESTED BY:

BY: _____

Gwen Marshall
Gwen Marshall
Clerk of the Circuit Court

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

BY: _____

Herbert W. A. Thiele
Herbert W. A. Thiele
County Attorney

CITY OF TALLAHASSEE

BY: _____

John E. Dailey
John E. Dailey, Mayor
City of Tallahassee Commission

ATTESTED BY:

BY: _____

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

APPROVED AS TO FORM:

BY: _____

Cassandra K. Jackson
Cassandra K. Jackson
City Attorney





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CENSUS 2020 COMPLETE COUNT 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 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Mrs. Holly C Hohmeister		Date: 7/22/2019 10:58:07 AM	
Home Address:	2624 Stonegate Drive Tallahassee, FL 32308	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 566-4355	Do you own property in the Tallahassee City Limits?	No
Email:	holly.hohmeister@gmail.com	How many years have you lived in Leon County?	37

(EMPLOYMENT INFORMATION)

Employer:	Florida Developmental Disabilities Council	Work
Occupation:	Senior Manger, Programs and Contracts	Address:
Work/Other Phone:		

(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:	White	Gender:	F	Age:	37
District:	District IV	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Randy Nicklaus	Name:	
Address:	P.O. Box 10950 Tallahassee, FL 32302	Address:	
Phone:	(850) 617-6317	Phone:	

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.

I am interested in serving on this committee because I am a strong supporter of the Census and ensuring all residents are counted. Census data is critical for understanding the makeup of the community to better plan for housing, education, transportation, and other needs as we enter the next decade. As a member of the American Association on Intellectual and Developmental Disabilities, I am especially interested in promoting outreach of the Census to people with disabilities to ensure they are supported in completing it. I currently serve on the Board of Directors of 2-1-1 Big Bend and am a member of First Presbyterian Church, Tallahassee.

(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**

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

Signature: *Mrs. Holly C Hohmeister*

The application was electronically sent: 7/22/2019 10:58:07 AM

8/30/2019 Per email from the applicant - If selected to serve she will be doing so as a private citizen and not as a representative of her employer, the Florida Developmental Disabilities Council. MS

Contact

holly.hohmeister@gmail.com

www.linkedin.com/in/

hollyfuquahohmeister (LinkedIn)

www.facebook.com/

holly.hohmeister (Personal)

Top Skills

Mental Health Counseling

Developmental Disabilities

Neuroscience

Honors-Awards

Junior League of Tallahassee
"Superstar" Committee Member of
the Year 2014

2-1-1 Big Bend Board Member
Rookie of the Year

Publications

The Moderation of an Early
Intervention Program for Anxiety
and Depression by Specific
Psychological Symptoms

My Health Care: Preliminary
Findings from a Health Literacy and
Communications Training Program

Holly Hohmeister

Florida Developmental Disabilities Council

Tallahassee, Florida

Experience

Florida Developmental Disabilities Council

Senior Manager, Programs and Contracts

April 2019 - Present

Tallahassee, Florida Area

- Plans, develops, implements, and monitors a variety of Council initiatives in multiple program areas including Workforce Development, Self-Advocacy Leadership, Employment for individuals with I/DD, and HCBS/Medicaid Income Limits.
- Responsible for ensuring that initiatives are effectively managed within budget and time frames and in compliance with all contractual elements and pertinent policies under the Council.
- Coordinates the Invitation for Proposal process for the organization.
- Assists and facilitates the activities of the designated Goal Subcommittees necessary for the advisement and guidance of the initiatives.
- Maintains quarterly program performance outcomes for each contract and prepares all designated programmatic components of the federally required Program Performance Review report.
- Manages and provides technical assistance to other Council initiatives and special projects as assigned.

Florida Developmental Disabilities Council

Program Manager

October 2016 - Present

Tallahassee, Florida

- Plans, develops, implements, and monitors a variety of Council initiatives in multiple program areas including Workforce Development, Self-Advocacy, HCBS and Medicaid Income Limits, Public Policy, and Transportation. This includes the Request for Proposal process, contract development, and contract management.
- Undertakes activities that contribute to designated systems change and/or individual/family advocacy State Plan goals. This includes all aspects of technical assistance to facilitate achievement of the designed goals including identifying barriers to achievement of the State Plan goals, objectives and

activities, and facilitating solutions; identifying resources and systems from which to build upon; creating a common vision and buy-in from stakeholders; being the liaison that coordinates with other organizations, entities, and individuals; representing the Council at meetings and/or facilitating efforts with state and local agencies to coordinate interagency planning and promote the achievement of the Council's goals and positions; and providing technical assistance, support and facilitation to connect the different elements toward achieving the State Plan goals.

- Oversees Goal Subcommittee activities and assist members in required functions which include advising members to Council policy and DD Act requirements; facilitating the development and annual revision of State Plan Goals and Objectives; researching and developing initiatives and activities to implement and achieve the State Plan Goals and Objectives; maintaining budgets to ensure funds are properly expended; and planning meetings and preparing meeting documents (agendas, minutes, and executive summaries).

- Analyzes project information and prepares the designated components of the five-year State Plan, annual revisions to the State Plan, and the annual Program Performance Review report.

Florida Developmental Disabilities Council
Health Care and Prevention Program Manager
May 2010 - October 2016 (6 years 6 months)

- Plans, develops, implements and monitors the Council's Health Care and Prevention Task Force initiatives including the Request for Proposal process, contract development, and contract management.

- Past and current initiatives include: Child Development Screening Initiative/ Florida Help Me Grow Statewide Initiative, The Fit Club, Florida Fights FASD, Save Early Steps, My Health Care, Physician Training Program, Nurse Practitioner Training Program, Easing Your Stress - Information for Caregivers of Individuals with Developmental Disabilities, Service Delivery Recommendations for Children with Medically Complex Conditions, Medicaid Managed Care Analysis and the development of a Specialty Health Care Plan for Individuals with Developmental Disabilities, Early Steps Fund Development Opportunities, Oral Health Care Training for Caregivers, Connect with Health, Reducing My Stress, Stress and What You Can Do About It, Community Wellness Needs Assessment, Florida Health and Transition

Services (FloridaHATS), Community Health and Wellness, Service Delivery Recommendations for Medicaid State Plan and Community-Based Services.

- Staffs the Health Care and Prevention Task Force and assists the task force in its required functions including planning and facilitating tri-annual meetings, coordinating travel, and managing the task force's budget.
- Maintains currency in the area of health care and prevention, including research, practice, and policy
- Represents the council at meetings with state and local agencies to coordinate interagency planning and promote the council's goals and positions relative to health care and prevention
- Analyzes project information and prepares the health care and prevention related components of the 5-year state plan, revisions to the state plan, and the annual program performance review report

APS Healthcare

Utilization Review - QMRP Senior Reviewer

April 2007 - May 2010 (3 years 2 months)

- Performed prior service authorization reviews for individuals with developmental disabilities enrolled in and receiving services funded by the Florida Developmental Disabilities Home and Community-Based Services Waiver (DD/HCBS) and the Consumer Directed Care Plus (CDC+) Waiver programs through Florida's Agency for Persons with Disabilities.
- Ensured that initial and continuing services requested were based on medical necessity and service limitations which included a review of support plans, cost plans and related documentation
- Mentored trainees, provided technical assistance, and developed work aid materials
- Served as an expert witness and provided testimony for due process hearings

Capital Support Services

Support Coordinator

May 2006 - April 2007 (1 year)

Provided case management services to individuals with developmental disabilities who were recipients of Medicaid Wavier services

Tallahassee Memorial Hospital

Neuroscience Center Intern

September 2005 - April 2006 (8 months)

- Assisted a multidisciplinary medical team in evaluating and treating patients with head trauma, stroke, memory disorders, developmental disabilities, chronic illness, spinal cord injury, and Parkinson's disease.
- Provided patient and family psychosocial, educational, and adjustment counseling during a 600 hour internship in a hospital setting
- Led group sessions led with individuals with memory disorders and stroke

2-1-1 Big Bend

Counselor II and Information Specialist

2002 - 2005 (4 years)

- Offered local and national information, counseling and referral services to hotline callers on Helpline 2-1-1, The Florida HIV/AIDS Hotline, The Parent Helpline, The Family Health Line, and The Florida Substance Abuse Referral Hotline
- Established contact with the State Attorney's Office of the 2nd Judicial District in order to receive assistance interpreting Florida Statue relating to HIV/AIDS for the benefit of callers to the Florida HIV/AIDS Hotline
- Created and updated information resources in print and on the internet (shelters, referrals, emergency information) during hurricane season of 2004 for 2-1-1 Big Bend in conjunction with the Capital Area Chapter of the American Red Cross

Education

Florida State University

MS, Rehabilitation Counseling · (2004 - 2006)

Florida State University

BS, Psychology · (2002 - 2004)

Tallahassee Community College

Associate of Arts (A.A.) · (2000 - 2002)



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CENSUS 2020 COMPLETE COUNT 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 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Ms. Adela Z. Ghadimi		Date: 8/9/2019 2:56:36 PM	
Home Address:	4386 Benchmark Trace Tallahassee, FL 32317	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(386) 383-8181	Do you own property in the Tallahassee City Limits?	Yes
Email:	adelaghadimi@gmail.com	How many years have you lived in Leon County?	4

(EMPLOYMENT INFORMATION)

Employer:	Florida State University, Askew School of Public Administration and Policy	Work Address:	
Occupation:	Graduate Assistant		
Work/Other Phone:			

(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:		Gender: F	Age: 33
District:		Disabled? No	

(RESUME AND REFERENCES)

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

Name:	Carlos Nathan	Name:	Audrey Kidwell
Address:	826 W. Georgia Street Tallahassee, FL 32304	Address:	8291 Balmoral Dr. Tallahassee, FL 32311
Phone:	(850) 322-6144	Phone:	(850) 443-4188

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 or other Committee/Authority/Board?* **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**

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

Signature: *Ms. Adela Z. Ghadimi*

The application was electronically sent: 8/9/2019 2:56:36 PM

CURRICULUM VITAE

Adela Z. Ghadimi

August 2019

Office:

Askew School of Public Administration and Policy
634 Bellamy Building
Florida State University
Tallahassee, FL 32306-2250
azg15@my.fsu.edu

Home:

4386 Benchmark Trace
Tallahassee, FL 32317
(386) 383-8181 (cell)

EDUCATION

Doctor of Philosophy (Ph.D.), Public Administration and Policy (2015-Present)
Askew School of Public Administration and Policy, Florida State University

Master of Science in International Relations (2009)

London School of Economics and Political Science

Dissertation: *Neither East nor West, Only the Islamic Republic: Principle Determinants of Iranian Foreign Policy towards the Greater Middle East*

Bachelor of Arts, Triple Major in International Studies, Political Science and Geography (2008)
University of Miami

Senior Honor Thesis: *The Evolution of US-Iranian Foreign Relations from 1953-Present Day*
International Studies Departmental Honors

ACADEMIC EXPERIENCE

Graduate Teaching Assistant (August 2016-Present)

Florida State University, Askew School of Public Administration and Policy

- Instructor of record for PAD 4936 Social Entrepreneurship and Innovation course for up to 45 undergraduate students each semester
- Develop community partnership relationships to engage students in activities throughout the community

Research Assistant (August 2016-Present)

Florida State University, Askew School of Public Administration and Policy

- Perform research and grading duties for tenured faculty as needed

Academic Mentor (August – December 2016)

Florida State University, Askew School of Public Administration and Policy

- Served as mentor on PAD 3013 Futures Studies course for 75 undergraduate students, grading weekly work and handling student correspondence throughout the semester

Graduate Assistant, (August 2015-August 2016)

Office of Internships and Career Services, Florida State University, College of Business

- Assisted in teaching eleven internship courses through Blackboard leading over 300 students each term
- Created and managed social media presence of office on Facebook, Twitter, and LinkedIn
- Organized professional development events within the College of Business
- Executed student advising, special event planning, online course management, and employer outreach
- Advertised and promoted domestic and international business internships to students

HONORS

David Gould 2018 Scholarship Recipient, Section for International and Comparative Administration (SICA) of the American Society of Public Administration (ASPA), to be presented and introduced at the 2018 ASPA National Conference in Denver, CO, March 9-13, 2018

Neil Crispo Community Service Award and \$1,000 Scholarship, Spring 2017 Recipient, Askew School of Public Administration and Policy

BOOK REVIEWS

Ghadimi, A. (2017). Building a Better NGO: Greater than the Sum of Parts? Book Review. *IRPA*, January 2017.

NATIONAL AND INTERNATIONAL CONFERENCE PAPERS

Ghadimi, A. Z. and Brower, R. "A model of leadership types and their capabilities and limitations: A comparison from civil society development foreign and domestic. PMRC Conference, Chapel Hill, NC, June 25-27, 2019.

Ghadimi, A. Z. and Brower, R. Advancing an alternative leadership model for public and nonprofit organizations: Skills that empower the middle ranks and develop future leaders. ASPA Conference, Washington, DC, March 6-11, 2019.

Ghadimi, A. Z. and Brower, R. "A model of leadership types and their capabilities and limits: Evidence from civil society development organizations." ARNOVA Conference, Austin, TX, November 15-17, 2018.

Fay, D. L. and Ghadimi, A. Z. "Representation beyond race and gender: How bureaucratic noncitizen identity influences outcomes for noncitizen clients. Poster Presentation, APPAM Conference, Washington, DC, November 8-10, 2018.

Choi, D., F. Berry, A. Z. Ghadimi, "Policy design, and achieving social outcomes: A

comparative analysis of American, British, and Korean social enterprise policy.” Public Administration Review Symposium on “Entrepreneurship in the Public and Nonprofit Sectors,” National Academy of Sciences, Washington, DC, October 22, 2018.

Brower R. S., A. Z. Ghadimi, and F. A. Magno, “A variety of leadership styles in comparative civil society contexts and their implications for organizational adaptation.” ISTR Annual Conference, Amsterdam, Netherlands, July 10-13, 2018.

Competitively selected to participate in the two-day ISTR Pre-Conference Doctoral Seminar.

Ghadimi, A. Z., and K. K. James. “An examination of the impacts of energy costs of welfare policy among Latin American and European countries.” Paper to be presented as part of a Panel Presentation at the Annual LASA Conference, Barcelona, Spain, May 23–26, 2018.

Ghadimi, A. Z., R. S. Brower, and F. A. Magno, “A “learn-how” model for everyday leadership in civil society organizations.” Annual conference of the Philippine Political Science Association, Davao, Philippines, April 5-6, 2018.

Brower, R. S., A. Z. Ghadimi, F. A. Magno, “Leadership in international civil society contexts: A continuum of types and characteristics. Annual Conference of ASPA, Denver, CO, March 9-13, 2018.

Brower, R. S., F. A. Magno, A. Z. Ghadimi, and I. J. Hecita, “Leadership for disaster risk reduction and recovery: A variety of types and characteristics.” Invited plenary address, Conference on “Disaster Preparedness: Building a Culture of Collaboration and Resilience.” University of Santo Tomas College of Nursing, Manila, Philippines, November 17, 2017.

Brower R. S., A. Z. Ghadimi, and F. A. Magno, “Stories of leadership in the social justice work of Filipino civil society organizations.” ARNOVA-Asia Conference, Beijing, China, June 6-7, 2018.

Competitively selected to participate in the two-day ARNOVA-Asia Pre-Conference Doctoral Seminar, paired with visiting faculty participants to workshop emerging research interests.

Brower, R. S., A. Z. Ghadimi, and F. A. Magno, “A ‘learn-how’ model of leadership for civil society organizations in times of change and uncertainty: Evidence from the Philippines.” Annual conference of the Taiwan Association of Public Administration and Affairs, Kaohsiung, Taiwan, June 3, 2017.

Brower, R. S., A. Z. Ghadimi, and F. A. Magno, “Rights-based development for social justice: An investigation of non-traditional leadership in service to poor Filipinos.” Annual conference of the Philippine Political Science Association, Cebu, Philippines, May 11-12, 2017.

GUEST LECTURES

Fall 2018. PAD 5142: Managing the Nonprofit Organization. Lectured on the topic of Strategy in Nonprofit Organizations.

Fall 2018; Fall 2017. PAD 5173: Nongovernmental Organizations in Development. Lectured on the topic of NGOs and Civil Society.

Spring 2017. PAD 6102: Administrative Behavior, a core course of the Ph.D. program in Public Administration. Lectured on the topic of alternative leadership styles.

PROFESSIONAL EXPERIENCE

Research Associate (January-September 2016)

Sample and Associates, Tallahassee, FL

- Performed supporting research and editing role for the following publications:
 - Sample, J. (2016). "A Review of the Myers-Briggs Type Indicator in Public Affairs Education." *Journal of Public Affairs Education* (23),4, p979-992.
 - Sample, J. (2016). "State and Local Government: Avoiding Liability Under Title 42 U.S.C. § 1983." (*Currently under review*)

Assistant Director, Employer Relations, (February 2013-July 2015)

University of Miami, Toppel Career Center, stationed in Washington, DC

Employer Outreach

- Cultivated and developed relationships with Fortune 500, non-profit, and federal government employers to establish long term partnerships in efforts to increase campus recruiting and student opportunities
- Assisted the Employer Relations Team in developing over 50 individualized recruiting strategies for regional, national and international employers to increase campus brand and talent acquisition

Event Planning

- Developed and implemented three alumni and employer nights in the DC Metro area to create networking and mentorship opportunities for upwards of 100 participants with minimal budget
- Collaborated with 25 team members to execute Career Fairs, Meet-Ups and programs at the university

Senior Program Coordinator, UM in DC Program, (May 2012-July 2015)

University of Miami, Positioned on American University's Campus in Washington, DC

Program Development/Advising

- Founding staff member responsible for creating and developing UM in DC partnership program
- Coordinated, mentored and advised over 60 first semester students and families
- Facilitated student transition into the UM network through over 40 co-curricular events and programs

- Established internship opportunities for students; networked and outreached to over 60 federal government agencies, non-profit, and political organizations
- Provided career, academic and personal coaching to students multiple times a week and as needed

Leadership/Communication

- Teaching Assistant for UM-led Political Science courses, including curriculum development, professional guest speakers and weekly academic excursions/company site visits
- Facilitated effective communication between more than 60 UM and AU staff and faculty, in addition to parents and students
- Served as the main point of contact/liason among both institutions to ensure that academic initiatives, principles, and concerns are communicated effectively across sites

Legislative and Communications Associate, (February 2011-May 2012)

Virginia Tech Victims' (VTV) Family Outreach Foundation, Centreville, VA

- Developed and implemented national and local communications strategies, contributed to strategic plan
- Researched and analyzed federal and state advocacy for campus safety and mental health
- Drafted legislation within Virginia General Assembly and US Congress
- Performed a host of research-intensive projects regarding mental health and privacy laws
- Managed numerous social media accounts and general public relations responsibilities
- Responded to press inquiries, drafted press releases, created and distributed e-newsletters

Consultant/Performance Officer, Office of Out-of-School Time, (November 2010-May 2011)

District of Columbia Public Schools, Washington DC

- Evaluated performance of after-school programming throughout the District to identify problem areas and worked with school administrators to develop strategies for quality improvement
- Coordinated and re-designed the curriculum and framework for the "Rise to Success" Mentoring Program
- Drafted all literature, correspondence, guidebook and training manuals, and reviews of program
- Developed relationships with government and private sector partners on behalf of DCPS
- Created and implement management and evaluation plan for operation of program at sites
- Liaised with students, counselors, professional volunteers and in-house personnel to ensure procedural success

PROFESSIONAL SERVICE TO COMMUNITY

President, UFF-FSU-GAU, Graduate Assistants United, 2017-Present

Advancement Co-Chair, National Programs Committee, New Leaders Council (NLC), 2019-Present

Chapter Director, New Leaders Council (NLC) Tallahassee, Board of Directors, 2019-Present

Finance Chair, New Leaders Council (NLC) Tallahassee, Board of Directors, 2018-2019

National LEAD Trainer, New Leaders Council (NLC), 2018-Present

Executive Vice President, UFF-FSU-GAU, Graduate Assistants United, 2016-2017

Alumni Chair, New Leaders Council (NLC) Tallahassee, Board of Directors, 2016-2018

Active Member, Junior League of Tallahassee, 2017-Present

Wish Granting Volunteer, MAKE-A-WISH Foundation, 2016-Present

Class III Fellow, New Leaders Council (NLC) Tallahassee, 2016

Political Action Chair, UFF-FSU-GAU, Graduate Assistants United, 2015-2016

Department Representative, UFF-FSU-GAU, Graduate Assistants United, 2015-Present

Panelist, FCC Cybersecurity Panel, Washington, DC November 2013



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CENSUS 2020 COMPLETE COUNTY COMMITTEE**

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Applications will be discarded if no appointment is made after two years.**

Name: Ms. Deborah Kearney		Date: 7/13/2019 12:01:35 PM	
Home Address:	7615 Buck Lake Road Tallahassee Tallahassee, FL 32317	Do you live in Leon County?	Yes
Home Phone:	(850) 559-1222	Do you live within the City limits?	No
Email:	dkkearney03@gmail.com	Do you own property in Leon County?	Yes
		Do you own property in the Tallahassee City Limits?	No
		How many years have you lived in Leon County?	47

(EMPLOYMENT INFORMATION)

Employer:	Retired	Work Address:	
Occupation:	attorney		
Work/Other Phone:	(850) 559-1222 Ext.05591222		

(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:	White	Gender:	F	Age:	69
District:	District V	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Vicki Weber	Name:	Mark Casteel
Address:	708 North Ride Tallahassee FL 32303	Address:	1568 Hickory Street Tallahassee FL 32303
Phone:	(850) 566-3554	Phone:	(850) 251-3269

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.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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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*

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No

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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*

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

Signature: *Ms. Deborah Kearney*

The application was electronically sent: 7/13/2019 12:01:35 PM

DEBORAH K. KEARNEY

7615 Buck Lake Road • Tallahassee, Florida 32317 • (850) 559-1222 • kearney@nettally.com

PROFESSIONAL PROFILE

- 35 years of legal practice, demonstrating a comprehensive understanding of Florida government
- Martindale-Hubbell Rating: A-V
- Extensive experience in state constitutional law, elections, ethics, litigation, and appellate practice
- The Florida Bar Claude Pepper Outstanding Government Lawyer Award recipient (2001)

CAREER HISTORY

Ethics and Compliance Officer

CITIZENS PROPERTY INSURANCE CORPORATION 2012-2016

Establish an ethics and compliance program to ensure compliance with all facets of federal compliance guide-lines for corporations. Assist corporate officers and staff with ethics and other compliance issues, including Gramm-Leach-Bliley, PATRIOT Act, HIPAA, and state and federal data privacy laws. Conduct extensive training. Serve on team with Chief Audit Officer and Director of Human Resources to handle employee discipline.

General Counsel

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY 2011-2012

General Counsel and Assistant Secretary

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, 2011—2011

- Advise Secretary/Executive Director and DCA/DEO staff on state and federal laws, administrative procedures, procurement, personnel, open government, and ethics. Substantive jurisdiction at DCA included growth management, community development and related grant programs, Florida Building Code. After the merger of agencies, the substantive jurisdiction further includes unemployment compensation, workforce, and economic development issues.
- Supervise prosecution and defense of litigation involving the Department.
- Supervise 11 attorneys and 4 support staff as DCA General Counsel; 10 and 5 as DEO General Counsel
- Supervise legislative affairs, communications, and governmental relations as Assistant Secretary

General Counsel

FLORIDA DEPARTMENT OF EDUCATION, 2007—2011

- Advise Commissioner of Education, Members of State Board of Education and DOE staff on state and federal school codes, state and federal constitutional law, administrative procedures, procurement, personnel, open government
- Supervise prosecution and defense of litigation involving the Department--typically constitutional challenges to statutes, rule challenges, procurement, and personnel
- Supervise 11 attorneys and 9 support staff

General Counsel (2005-2007), Policy Coordinator for Fiscal Issues, House of Representatives (2004-2005), Deputy Staff Director, Appropriations Committee (2003-2004)

FLORIDA HOUSE OF REPRESENTATIVES, 2004-2007

- Advise Speaker and Chief of Staff on legal issues relating to all aspects of the operations of the House of Representatives; advise House Members on exercise of official duties, including ethics, public records and open meetings, contracts, legislative procedures, and all aspects of substantive law on virtually any subject. Prepare formal advisory opinions to members of the House. (General Counsel)
- Responsible to Speaker and Chief of Staff for fiscal affairs issues. Ensure leadership policies were reflected in budget and revenue legislation. Oversee consideration of substantive bills referred to Appropriations Committee (500-700 bills per year). (Policy Coordinator/Deputy Staff Director)

General Counsel

FLORIDA SUPREME COURT, OFFICE OF THE STATE COURTS ADMINISTRATOR, 2002—2003

- Chief counsel for the state courts system. Assist courts throughout Florida in operating in compliance with all state and federal laws, including employment laws, ADA, purchasing and contracting regulations, and public records.

- Supervise 3 units: Legal Affairs (7 employees), Court Education (14), and the Dispute Resolution Center (6)

General Counsel

FLORIDA DEPARTMENT OF STATE, Tallahassee, Florida, 1999 — 2002

- Advise the Secretary of State and Division Directors on administrative procedures, budgets, contracts, grant administration, legislation, personnel, and public records in areas of agency responsibility; i.e., Corporations, Cultural Affairs, Elections, Historical Resources, International Affairs, Libraries, and Licensing
- Extensive litigation, particularly during election cycles. Oversaw 45 emergency cases in the 36 days following 2000 presidential election
- Supervise the activities of 2 attorneys and 2 support staff. Coordinate comprehensive strategy for legal services with 5 attorneys reporting directly to division directors

General Counsel

CONSTITUTION REVISION COMMISSION, Tallahassee, Florida, 1997 — 1999

- Counsel to the Chair and 37-member commission charged with reviewing the state constitution and proposing recommended changes in all areas of the state constitution. Assist in preparing rules of procedure and organizing the proceedings; draft and analyze proposed revisions; participate in public education efforts.

Deputy General Counsel

EXECUTIVE OFFICE OF THE GOVERNOR, Tallahassee, Florida, 1990 — 1997

- Handle or supervise litigation involving the Governor, and maintain responsibility for all issues relating to the power and duties of the Governor, such as planning and budget, appointments, administrative procedures, legislation, suspension and removal of public officials, and extradition of fugitives
- Liaison to the General Counsels of all of Florida's state agencies
- Supervise 4 attorneys, 3 paralegals, and 4 legal secretaries

Staff Attorney

COMMITTEE ON JUDICIARY,

FLORIDA HOUSE OF REPRESENTATIVES, Tallahassee, Florida, 1981 — 1989

- Prepare committee legislation, assisting legislators and state agency staff in developing proposed legislation drafting amendments, and preparing bill analyses
- Conduct interim studies and special projects on Consumer Law, Family Law, Real Property

EDUCATION

FLORIDA STATE UNIVERSITY, Tallahassee, Florida

Juris Doctor, 1981

Bachelor of Science (Business Administration) 1978

PUBLICATIONS

- Kearney, *The Florida Cabinet in the Age of Aquarius*, 52 U. Fla. L. R., No. 2 at 425, April 2000.
- Buzzett and Kearney, *Commentary, Florida Constitution*, West's Florida Statutes Annotated, December 2000.
- Kogan and Kearney, *Election Reform — Striving for a More Open and Equitable Process*, Florida Bar Journal, October 1998.
- Kearney, Ben-David, Martinez, *A Preview of Constitutional Revision*, Florida Bar Journal, June 1998.
- Dudley, Buzzett and Kearney, *Lien Law Reform: The Equilibrium of Change*, 18 Fla. St. U. L. Rev. 1, Winter 1990.

CURRENT AFFILIATIONS

- The Florida Bar, *Member*, 1981 — present
- Leadership Florida, Class XXI

PREVIOUS AFFILIATIONS

- State Agency General Counsels Association, *Member*—1990-2012, *Chair*—1999-2000
- Administrative Law Section, *Member of Executive Council*, 1998-2012, *Chair*, 2005-2006
- Government Lawyers Section, *Member*, 1996-2012
- Florida Bar Appellate Rules Committee, *Member*
- FSU College of Law Alumni Association, *Board Member*, (*President* 1999-2000)



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CENSUS 2020 COMPLETE COUNT COMMITTEE**

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Name: Mr. WILLIE F VANN		Date: 8/5/2019 10:38:40 AM	
Home Address:	3336 Harbor Club Dr Tallahassee, FL 32308	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(205) 965-4687	Do you own property in the Tallahassee City Limits?	Yes
Email:	wvann@att.net	How many years have you lived in Leon County?	3

(EMPLOYMENT INFORMATION)

Employer:	BlueCrest / Pitney Bowes	Work Address:	509 Commerce Blvd. Crawfordville, FL 32308
Occupation:	Operations		
Work/Other Phone:	(850) 491-6197		

(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:	Black or African American	Gender:	M	Age:	61
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Jimbo Jackson	Name:	Nick Maddox
Address:	509 Commerce Blvd.	Address:	
Phone:	(850) 606-5372	Phone:	(850) 284-6192

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)

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

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* **Yes**

If yes, on what Committee(s) are you a member? *Code of Enforcement*

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**

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

Signature: *Mr. WILLIE F VANN*

The application was electronically sent: 8/5/2019 10:38:40 AM

Willie Vann

3336 Harbor Club Drive
Tallahassee, Florida 32308
Cell 205-965-4687
Work Mobile 850-491-6197
wvann@att.net

SUMMARY

I am an accomplished Operations Manager with demonstrated ability to deliver critical results. I have managed manufacturing, procurement and postal operations with a keen knowledge of operations and mail processing. I have experience managing all levels of operations including logistics, equipment and administration.

Offering outstanding presentation, communications and cross-cultural team management skills, I am a high-energy, results-oriented leader.

AREAS OF EXPERTISE

- Lean Six Sigma trained, with an extensive scope of responsibility,
- Proven track record of delivering optimal results in high-growth environments through initiatives that exceed operational performance targets and yield measurable outcomes
- Detail-oriented managerial professional with extensive experience and success.
- Exceeded annual company forecasted volumes while delivering Lean Six Sigma results.
- Maintained and enhanced employee time management, inventory control, production goals, and vendor procurement processing and contract negotiations.
- Successfully implemented quality control programs.
- Developed employee training with emphasis on employee and corporate development.
- Experienced in complex problem resolution, case management skills, and project development.
- A steadfast experienced professional with a proven record of accomplishment of project management experience with a high profitability through employee development and financial analysis.
- Strong communication skills, organization, and proficient in managing multiple tasks.
- Competent in creating team solutions for higher productivity.
- Detail-oriented managerial professional with extensive experience and success.

SKILLS

- 31 years of management experience serving in senior level capacity.
- Provided budgeting and forecasting assessments.
- Developed strategic planning for USPS policies and program.
- Created over \$285,000 in savings.
- Establish operational analysis and new programs for production gains.
- Managed over 100 employees, three supervisors, two coordinators and seven Leads. Responsible for two departments.
- Established an improved relationship with top USPS executives and network nationally.
- Facilitated organizational development for employee training and procedures and goals
- Participated in Performance Improvement/Quality Assurance Reviews for financial client data
- Senior Management Skills Employee Relations Operational Analysis
- Concentrated in Finance / Compliance, with exposure to Sales / Manufacturing.
- Provided direct production and postal services to major financial institutions

- Develop projects with Oracle and SAP procurements
- Review production and operating reports and resolve operational, manufacturing, and maintenance problems to ensure minimum costs and prevent operational delays. Purchasing (over \$2.5 million) and implemented machines and equipment installation to ensure specific operational performance and optimum utilization.
- Primary contact for (USPS) and coordinate the workflow from varied production units through the postal services area.
- Certified Quality Mail Analyzer - designs, government inspections and guidelines and quality program.
- Investigation and implementation of controls.
- Developed new IMB barcode Tracing program, PostalOne software implementation, NCOA link and Address Change Service.
- Achieved \$285,000 in postage savings in 2015
- Reduced payroll/benefits administration costs 30% by negotiating pricing and fees, while ensuring the continuation and enhancements of services.
- Provided Officers of the Company and Company Members with broad measurements on the company's performance and its direct measurement relation to external and internal customers. Supports the Vice President of Manufacturing by providing broad measurements of the manufacturing process.
- Developed, implemented and maintained internal and external audit programs and provide training, reports, and feedback as required. Develops and initiates standards through time studies or other work measurement tools for manufacturing processes by analyzing methods and machinery.
- Prepared written annual budgets and created quality reports, procedures and other documentation

COMMUNICATION

- Provided relevant client information to, and consulted with, financial institutions and USPS, other staff and professionals, and agencies, as needed for budget forecasting, associate development, analyzing, and inspection finish products and project analyzing; associate development implementation and business development.
- Managerial responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Participated in national consultations and software education activities
- Develops implements, maintains internal and external audit programs, and provide training, reports, and feedback as required.
- Successful implemented quality programs. Originated employee training programs and Human Resource programs for employee development and training.
- Maintain and enhanced employee time management, inventory control, production goals, vendor procurement processing and contract negotiations.

ADMINISTRATIVE

- Review production orders or schedules to ascertain product data such as types, quantities, and specifications of products and scheduled delivery dates in order to plan department operations. Plan production operations; establish priorities and sequences for products.
- Established, implemented and maintain internal and external audit programs and provide training, reports, and feedback as required.
- Progressed and initiates standards through time studies or other work measurement tools and processes by analyzing methods and machinery.
- Responsible for the overall direction, coordination, and evaluation. Implemented managerial responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

EMPLOYMENT HISTORY

Pitney Bowes / BlueCrest, Inc. Site Operations Management.	Tallahassee, Florida	2016 - Presently
NCP Solutions Manufacturing Manager For USPS Mailings	Birmingham, Alabama	2001 - 2016
Parisian Store Manager	Birmingham, Alabama	1985 - 2000
UAB and Children’s Hospital	Birmingham, Alabama	1980 – 1985

EDUCATION

Samford University – Birmingham, Alabama
Bachelor’s Degree – Business / Marketing
Faith College of Alabama – Birmingham, Alabama
Honorary Doctorate of Business and Marketing
Marquette University – Milwaukee, Wisconsin
Biology and Mathematics

VOLUNTEER ACTIVITIES

- US Postal Customer Council
- President of Greater Birmingham Postal Board of Directors
- USPS MTAC Committee Member for Postal Analysis & Studies
- St. Mary’s Catholic Church Financial Board
- Parish Council



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CENSUS 2020 COMPLETE COUNT 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 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Mutaqee Na'im Akbar		Date: 8/5/2019 8:36:02 AM	
Home Address:	2633 Neuchatel Drive Tallahassee, FL 32303	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 383-0000	Do you own property in the Tallahassee City Limits?	Yes
Email:	m.akbar@akbarlawfirm.com	How many years have you lived in Leon County?	12

(EMPLOYMENT INFORMATION)

Employer:	Akbar Law Firm, PA	Work Address:	619 North Copeland Street Tallahassee, FL 32303
Occupation:	Attorney		
Work/Other Phone:	(850) 383-0000		

(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:	Black or African American	Gender:	M	Age:	39
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Brandi Thomas	Name:	
Address:	619 North Copeland Street	Address:	
Phone:	(850) 383-0000	Phone:	

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 or other Committee/Authority/Board?* **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**

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

Signature: *Mr. Mutagee Na'im Akbar*

The application was electronically sent: 8/5/2019 8:36:02 AM



a



Mutaqee Akbar

Managing Partner

Phone: (850) 383-0000

E-Mail: m.akbar@akbarlawfirm.com

Areas of Focus:

Criminal Defense & Personal Injury



“The degree of intellectual strength, creativity, tenaciousness and

professionalism that Attorney Akbar brings to every case is second to none.

Q&A with Attorney Akbar

What prompted you to pursue a legal career specifically practicing Criminal Defense?

Some of my colleagues may not know that I started college intending to pursue a career in Chemistry. However, that idea quickly vanished after my first year Chemistry class. At that moment, I was re-inspired by my father's commitment to the fight against systematic social injustices within our community, in particular the black community. I thought myself fortunate to be in a position where I could pursue a career that brought me into direct contact with the most vulnerable amongst us. I wanted a career where my contributions could result in actual change. The law provided an avenue where on one hand I could effectuate real change in people's lives. On the other hand, I could study and learn the inner-workings of a system whose impact in my community has oftentimes been devastating.

Having graduated *Cum Laude* from the University of Miami School of Law what made you decide to start your firm in Tallahassee versus a larger city?

Tallahassee is home. I was born and raised in this city. In fact, I started at FAMU DRS in kindergarten and graduated Salutatorian of my class in 1997. I honed my legal and professional skills intending to return and serve the community that nurtured my growth.

I founded the Akbar Law Firm in Frenchtown because for decades my family has sown into this community. I wanted to continue to carry that torch. It is also a community that has experienced firsthand a disproportionate application of law enforcement at all levels. As such, it has become my life's passion to serve as its advocate.

What can a prospective client expect from the Akbar Law Firm?

Our firm is unique in several meaningful ways. One, we foster a collaborative environment. While clients will typically work with a lead attorney, behind the scenes a broader team of attorneys support every case. We each bring a unique perspectives and experiences to the table. Together we develop robust legal

strategies on behalf of our clients. Finally, all of our attorneys are personally invested in the community. We have all formed professional relationships within our individual practices that benefit our clients.

[<< Back to Our Team](#)

619 N. Copeland Street,
Tallahassee, Florida
32304 • Monday - Thursday |
8am - 5pm • Friday | 8am - 12pm
Phone: (850) 383-0000 • Fax:
(850) 561-
6900 • info@akbarlawfirm.com



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**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CENSUS 2020 COMPLETE COUNT 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 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Jeff Hendry		Date: 8/29/2019 4:56:55 PM	
Home Address:	3540 Clifden Drive Tallahassee, FL 32309	Do you live in Leon County?	Yes
Home Phone:	(850) 443-7103	Do you live within the City limits?	Yes
Email:	jhendry@fsu.edu	Do you own property in Leon County?	Yes
		Do you own property in the Tallahassee City Limits?	Yes
		How many years have you lived in Leon County?	27

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	Work Address:	3200 Commonwealth Blvd., Suite 7, Tallahassee, FL 32303
Occupation:	Executive Director, Florida Institute of Government		
Work/Other Phone:	(850) 443-7103 Ext.04437103		

(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:	White	Gender:	M	Age:	56
District:	District IV	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Gil Ziffer	Name:	Lee Hinkle
Address:	P.O. Box 3208 Tallahassee, FL 32315	Address:	824 Greenbriar Lane Tallahassee, FL 32308
Phone:	(850) 509-7886	Phone:	(850) 591-8070

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 or other Committee/Authority/Board?* **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**

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

Signature: *Mr. Jeff Hendry*

The application was electronically sent: 8/29/2019 4:56:55 PM

JEFFREY H. HENDRY
3540 Clifden Drive
Tallahassee, Florida 32309
(850) 906-0075(H)
(850) 487-1870 (W)
(850) 443-7103 (C)
E-Mail: jhendry@fsu.edu

GENERAL SUMMARY: Over thirty-two (32) years of professional research, training, and technical assistance, including executive organizational and project leadership, management and administration experience related to Florida state and local government issues. Particular areas of expertise and experience include state and local government intergovernmental relations, organizational and project leadership and management, statewide and regional association development, management and administration, and community and economic development planning and technical assistance services. Specific duties include serving as principal investigator and project manager for IOG in-house research and technical assistance projects; preparing and presenting research and technical assistance proposals and contracts for consideration; negotiating and managing projects and contracts with governmental entities; developing, coordinating, and managing strategic planning and consensus building forums; and developing and implementing statewide training and technical assistance initiatives with the Florida League of Cities, the Florida Association of Counties, state agencies, and other governmental associations and entities. In addition, serves as the Executive Director for the North Florida Economic Development Partnership, and was formerly the Executive Director for the Northwest Florida League of Cities and the Suwannee River League of Cities and now currently mentors the current Executive Director.

PROFESSIONAL EXPERIENCE

July 1993 to Present: **Florida State University**

July 2005 to Present: The John Scott Dailey Florida Institute of Government at Florida State University (IOG)

Executive Director. As Executive Director, serves in leadership and executive capacity reporting directly to the Director for the Institute of Science and Public Affairs (ISPA at Florida State University with responsibility for the leadership, management, monitoring and evaluation of all administrative, research, training, and technical assistance services, programs, and personnel of the Executive Office of the IOG and its five affiliate IOG programs. Also responsible for developing, administering, and monitoring the IOG's base \$850,000 annual budget, and all additional contract and grant funds awarded to the IOG, monitoring grant and contract funds the IOG awards to other entities, and developing and leading public and private financial support efforts for the IOG. In addition, serves as the Executive Director for the North

Florida Economic Development Partnership, the Northwest Florida League of Cities, and the Suwannee River League of Cities.

August 2003 to July 2005: The John Scott Dailey Florida Institute of Government at Florida State University (IOG)

Associate Director, Research Programs and Services. Served in executive management capacity reporting directly to the IOG's Executive Director, and later to the Vice President for Programs and Planning at Florida State University with primary responsibility for the management, administrative oversight, and monitoring of all research, training, and technical assistance services, programs, and personnel of the Executive Office of the IOG and five affiliate IOG programs. Also, was responsible for developing, administering, and monitoring the IOG's \$1.1 million annual budget, other contract and grant funds awarded to the IOG, and monitoring grant and contract funds the IOG awards to other entities. In addition, served as the Executive Director for the Northwest Florida League of Cities.

March 1999 to August 2003: The Florida Institute of Government at Florida State University (IOG)

Assistant Director, Research Programs and Services. Served in an executive capacity with the Executive Director of the IOG and was responsible for the management, administrative oversight, and monitoring of the research, training, and technical assistance services, programs, and personnel of the IOG. Also responsible for developing, administering, and monitoring the IOG's annual appropriation and budget, other contract and grant funds awarded to the IOG, and monitoring grant and contract funds the IOG awards to other entities. Other major duties included: serving as principal investigator and project manager for IOG in-house research and technical assistance projects; preparing and presenting research and technical assistance proposals and contracts for consideration; negotiating and managing projects and contracts with governmental entities; developing, coordinating, and managing strategic planning and consensus building forums; developing and implementing statewide training and technical assistance initiatives with the Florida League of Cities, the Florida Association of Counties, state agencies, and other governmental associations and entities. In addition, serves as the Executive Director for the Northwest Florida League of Cities.

EDUCATION

Masters of Public Administration
Florida Atlantic University, August 1990

Bachelors of Arts in Political Science
Florida Atlantic University, December 1985

ASSOCIATIONS AND AFFILIATIONS

Member, Wildwood Presbyterian Church (PCA), Tallahassee, Florida
Former Deacon, Elder and Member, Fellowship Presbyterian Church
Executive Director and Member, Capital Tiger Bay Club
Member and Vice Chair, Stakeholders Council, Enterprise Florida, Inc.
Member and Ex-Officio Member of Board of Directors, Florida Economic Development Council
Member and Former Ex-Officio Member of Board of Directors, Florida City County
Management Association (FCCMA)
Institute Director, Florida City Clerks Association

AWARDS

Most Valuable Player, Florida Atlantic University Baseball, 1985
Member, Florida State Junior College Baseball Champions, Chipola Junior College, 1982-83
Institute Director of the Year, International Institute of Municipal Clerks 2014
President's Award, FCCMA, 2007
If You Care, You Do! Award, FCCMA, 2002

REFERENCES

Furnished Upon Request



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CENSUS 2020 COMPLETE COUNT 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 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Tim Center		Date: 9/5/2019 12:21:23 PM	
Home Address:	309 Office Plaza Drive Tallahassee, FL 32301	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 222-2043	Do you own property in the Tallahassee City Limits?	Yes
Email:	TIM.CENTER@CACAAINC.ORG	How many years have you lived in Leon County?	35

(EMPLOYMENT INFORMATION)

Employer:	Capital Area Community Action Agency	Work Address:	309 Office Plaza Drive TALLAHASSEE, FL 32301
Occupation:	Chief Executive Officer		
Work/Other Phone:	(850) 222-2043 Ext.102		

(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:	Hispanic or Latino	Gender:	M	Age:	53
District:	District V	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Eric Poole	Name:	Tony Carvajal
Address:	100 South Monroe Street, 32301	Address:	136 S Bronough St, Tallahassee, FL 32301
Phone:	(850) 222-2043	Phone:	(850) 219-0082

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

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

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?* **No**

Have you served on any previous Leon County committees?* **Yes**

If Yes, on what Committee(s) have you served? **Human Services Grant Review - 1995-1998**

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 **Capital Area Community Action Agency administers the Direct Emergency Assistance Program (DEAP) grant on behalf of the County by offering assistance with rental expenses for those who have trouble with their budget.**

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**

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

Signature: *Mr. Tim Center*

The application was electronically sent: 9/5/2019 12:21:23 PM

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL CENTER TIMOTHY J			OFFICE / POSITION HELD CEO
MAILING ADDRESS 309 OFFICE PLAZA DR		AGENCY OR ADVISORY BOARD CAPITAL AREA COMMUNITY ACTION AGENCY	
CITY TOLUHOSSÉE	ZIP 32301	COUNTY LEON	ADDRESS OF AGENCY same

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: OFFERING RENT ASSISTANCE THRU GRANT
 - () 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:

CAPITAL AREA COMMUNITY ACTION AGENCY - A NON PROFIT CORPORATION
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
	9/6/19	9/6/19

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.

TIM CENTER

1218 Camellia Drive ♦ Tallahassee, Florida 32301 ♦ TimCenter@comcast.net ♦ 850.212.2684

PROFILE: Senior-level administrator with 25 years of leadership experience in public, private, and not-for-profit settings reflecting expertise in aligning human, physical, and financial resources with an evolving organizational vision. Committed to community leadership and organizational development.

KEY STRENGTHS

- Administrative Accountability
- Consensus Building
- Contracts & Grants
- Governmental Affairs
- Issue Management
- Legislative Process
- Policy Development
- Program Implementation
- Public & Media Relations
- Public Speaking
- Regulatory Compliance
- Reorganization/Startups
- Research & Analysis
- Training & Development
- Writing & Editing

EXPERIENCE

Chief Executive Officer, Head Start Director

Capital Area Community Action Agency, Inc., Tallahassee, Florida 2012 - Present

Dynamic, results-oriented leader of a \$7 million non-profit corporation serving nearly 10,000 low-income families annually by delivering federal- and state-funded services in an eight-county region of North Florida. Managing a team of more than 100 employees ensuring that fiscal, operations, fundraising, marketing, human resources, technology and programmatic strategies are effectively implemented across all segments of the organization. Offering the research-based *Getting Ahead in a Just-Gettin'-by World* self-sufficiency program that effectively promotes upward economic mobility and reduces dependence on public assistance. Ensuring compliance with local, state and federal rules and regulations governing services and programs. Recruiting and training Board members. Interpreting and implementing Board policy and strategies. Additionally, administering the day-to-day operations of Head Start, a robust school-readiness program offered in five Centers in three counties serving more than 378 families annually.

Principal

Centerfield Strategy, Tallahassee, Florida

2011 – Present

Offering consulting services to companies, associations, government and non-profit organizations with a primary focus on sustainability operations, strategic planning, community engagement, policy advocacy, meeting facilitation and public speaking. Clients include the Florida Department of Financial Services, Florida Supreme Court Historical Society, Collins Center for Public Policy, Palm Beach County School District, Sarasota Association of Realtors and Sustainable Florida. Providing management to Sustainable Florida and serving as its Executive Director.

Executive Director

Council for Sustainable Florida, Inc., Tallahassee, Florida 2006 – Present

Providing executive leadership and management of a statewide non-profit program committed to promoting economic prosperity, environmental stewardship and building social capital of communities to ensure sustainability. Responsible for annual Best Practices Awards program, annual Working on the Green conference, statewide and regional forums, speaking and presentations, Board member recruitment and management; fundraising and donor relations, and branding and web development.

Vice President, Sustainability Initiatives

Director, Sustainable Florida

Executive Director, Century Commission for a Sustainable Florida

Collins Center for Public Policy, Miami, Florida 2006 - 2011

Planned and managed the programs and projects that help define and promote the adoption of policies and practices that will ensure long-term intergenerational economic prosperity, environmental stewardship and social capital. Responsible for marketing and communications, resource development, program operations and logistics including sustainability professional training, green schools and higher education operations and student engagement, green building and annual best practice awards.

Sustainable Florida

- Responsible for annual Best Practices Awards program, annual campus conference, statewide and regional forums, speaking and presentations, Advisory Board recruitment and management; fundraising and donor relations, and branding and web development.
- Actively engaged in constituent outreach with various disciplines including energy, water, waste, agriculture, food, land use, transportation, regional visioning. Averaging more than ten speeches annually at conferences, regional forums and association meetings.

Century Commission

- In the capacity of Executive Director of the Century Commission for Sustainable Florida manage a 15-member organization composed of volunteers appointed by the Governor, Florida Senate President and Speaker of the Florida House of Representatives responsible for helping the state envision its future on a 50-year planning horizon. Appointed by the Florida Department of Community Affairs Secretary.
- Brand marketing manager for the *Our Florida. Our Future.* Initiative designed to engage Floridians in future planning. Scripted videos, web content, social marketing efforts and public outreach.

Director, Florida Home Builders Foundation

Florida Home Builders Association, Tallahassee, Florida

2004 — 2006

A new position responsible for administration, marketing, and effectiveness of the 501(c)(3) charitable arm of a statewide association with 20,000± members:

- Assessed needs, crafted annual plan, and developed budget for a foundation established in 2000 to create programs, award scholarships, and inspire students to pursue careers in home building
- Created a development program responsible for securing \$75,000 annually in multiple-year gifts, establishing an annual campaign of direct mail and special events raising \$50,000, increasing endowments to more than \$100,000 and receiving a \$550,000 capital campaign gift - assets grew from \$50K to \$770K in one year
- Expanded the school-based Future Builders of America (FBA) workforce development program from 18 chapters to 40 chapters with 1,000+ student members while enriching learning opportunities by planning and executing a Summer Leadership Camp, statewide competitions, and field trips for FBA chapters
- Collaborated with the foundation's board of trustees, association leadership, and committee chairs to develop policies and procedures, meeting materials, agendas, and work plans
- Cultivated mutually beneficial relationships through public speaking, presentations, and meetings with prospective donors, educators, students, and industry partners on the local, state, and national levels
- Created a cohesive brand image projected throughout all communications (print, online, and verbal), including logos, e-newsletters, Web sites, magazines, annual reports, and presentations

Chief, Bureau of Delinquency Prevention

(2000 — 2004)

Director, Division of Prevention & Intervention

(2000)

Florida Department of Juvenile Justice, Tallahassee, Florida

2000 — 2004

Planned, executed, and managed ongoing changes in the infrastructure, administrative duties, and human resources as a member of the leadership team of a high-profile agency that handled critical social issues:

As Bureau Chief, directed new bureau after department reorganization that increased accountability by centralizing interrelated policy, programming, and operations under the authority of each specific bureau:

- Administered \$60+ million in grants and contracts that funded the delivery of research-based programs through 60 sites across Florida; increased to 70% the targeting of delinquency prevention services to reach the juvenile populations at highest risk of becoming chronic offenders
- Primary advocate for the education, consensus building, and overcome resistance to change in order to guide providers and other stakeholders in defining, adopting, and moving toward a unified vision
- Produced stronger outcomes, enriched the lives of children, and reduced costs, while leading a team of program, policy, and field personnel whose ranks were reduced from 38 employees to only 12

- Assisted with governmental and legislative affairs, which included performing bill analyses, testifying before committees, and serving as liaison to related public agencies, community coalitions, and related groups
- Improved communications, adopted procedures, and reduced costs by introducing statewide video-teleconference training and a Web-based application process for grant applicants/scorers/recipients

As Division Director, managed 40+ employees who developed programs and policies relating to juvenile justice delinquency prevention, diversion, and intervention programs for offenders and at-risk youth:

- Exercised responsibility for all budgetary and administrative functions of the division in a manner that assured accountability and produced a high value of return in the allocation of public dollars
- Developed, launched, and evaluated the Intensive Delinquency Diversion Services Program
- Spearheaded special projects at the request of the Secretary; assisted with legislative affairs, included providing committee testimony, briefing legislators, drafting bills, and analyzing proposed legislation
- Served on the DJJ Reorganization Workgroup that conducted research, formulated solutions, and presented recommendations that led to an internal restructuring and realignment of functions

Director of Public Affairs, Juvenile Justice Accountability Board

The Florida Legislature, Tallahassee, Florida

1991 — 1993; 1994 — 2000

Applied knowledge of juvenile justice to coordinate the legislative and governmental affairs of a nine-member volunteer board that was appointed by the Governor, President of the Senate, and Speaker of the House:

- Chaired various feasibility study workgroups and spearheaded special research projects, which included performing a study that culminated in the publication of Florida's Response to Truancy
- Conducted targeted legal and statistical research into complex issues that formed the basis for preparing, publishing, and disseminating research findings, program outcomes, and legislative recommendations
- Managed the performance of contract consultants that provided research services and advance the organizational mission in accord with board policy and legislative vision
- Assisted legal personnel in Florida's executive agencies to synchronize development of program policies
- Developed and delivered training to justice officials, district boards, and county councils to promote awareness of outcome evaluation results, system effectiveness measures, and related matters
- Initiated, wrote, edited, and oversaw the production of the JJAB Annual Report & Fact Book

Attorney – Staff Director, Juvenile Justice Reform Working Group 1993 —
1994

Criminal Justice Committee, Florida House of Representatives, Tallahassee, Florida

Directed the operations of a committee whose major achievement was to lay the foundation that facilitated the establishment of the Florida Department of Juvenile Justice by the Florida Legislature:

- Acted as a primary liaison in briefing legislators on issues relating to juvenile justice research, in addition to communicating with other public officials, related organizations, and constituents
- Wrote and edited a report on the statewide availability of alternative juvenile justice sanctions
- Drafted and analyzed legislation on behalf of the House Criminal Justice Committee

PREVIOUS EXPERIENCE

- *Law Clerk, Huey Guilday Kuersteiner & Tucker, P.A., Tallahassee, Florida, 1991*
- *Legislative Analyst/Graduate Intern, Florida House Republican Office, Tallahassee, Florida, 1989 – 1990*
- *Law Clerk, Nabors Giblin Steffens & Nickerson, P.A., Tallahassee, Florida, 1989*
- *Legislative Assistant, Florida Chamber of Commerce, Tallahassee, Florida, 1988*
- *Administrative Assistant to the President, Tallahassee Chamber of Commerce, Tallahassee, Florida, 1987; 1988, worked on Leon County Schools' bond referendum initiative and annual Conference.*

EDUCATION

Florida State University, Tallahassee, Florida

Juris Doctor, 1991, *Law Review*, Associate Editor (1989-1991), Student Supreme Court Chief Justice (1990-1991)

Bachelor of Science, 1988 – *Communication and Political Science*, Student Senate (1985-1990)

LICENSES & CERTIFICATIONS

Florida Bar – Member # 0914045

Certified FranklinCovey Facilitator – *7 Habits of Highly Effective People*

HONORS & AWARDS

- *2018 Lighting the Way Award*, SunTrust Bank Foundation – a \$75,000 prize for building financial confidence and mobility through career readiness and workforce development
- *William Walker Self-Sufficiency Award*, Southeastern Association of Community Action Agencies, 2015 – For outstanding program design promoting for self-sufficiency for economically disadvantaged individuals
- *Hero of Service Award*, City Year, 2015
- *Outstanding Non-Profit Partner*, United Way of the Big Bend, 2014

- *Outstanding Service*, Providence Community Center, Delta Kappa Omega Foundation, 2013
- *Volunteer of the Year*, Tallahassee Democrat, Finalist, 2005
In recognition of Outstanding Volunteer Service to the Community (Big Bend Region)
- *Non-Profit Volunteer Organization of the Year* – Tallahassee 25, Volunteers of the Year: Tallahassee Democrat (1998)

AFFILIATIONS

- CareerSource Florida, Board of Directors (appointed by Florida Governor Rick Scott) (2015-Present, reappointed in 2017), Executive Committee (2016-present); Strategic Policy Council (2016-Present)
- Jacarlene Foundation, Trustee (Tampa) (2017-present)
- Florida Association for Community Action, Board Member (2014-Present), Legislative Committee Chair, Parliamentarian
- Florida Head Start Association, Board Member (2018-present), By-Laws Committee Chair
- United Partners for Human Services, Board Member (2015-Present)
- Go for the Greens Foundation, Board member (2008-present), Executive Committee (2016-present)
- United States Green Building Council, Florida Chapter, Board member (2015-2017)
- Southern Shakespeare Company, Board Member (2014-2018), Festival emcee (2016-present)
- Awesome Foundation, Tallahassee Chapter, Founder Trustee (2015-2018)
- Leadership Florida, Class 28 (2008-09); Council of Advisors (2009-08)
- Leadership Tallahassee, Class 18 (2000-01); Board of Governors (2001-02), Lifetime Member, Curriculum Chair, Youth Leadership Tallahassee (2014-15)
- Capital Tiger Bay Club, President (2010-12), Chairman of Board (2012-14), Member since 1996
- St. Peter's Anglican Church, founding member and Lay Eucharist Minister (2005-present)
- Association of Fundraising Professionals, Member 2006 to 2008, President 2007
- Children's Home Society, North Central Division, Board of Directors (1997-2007), Chairman (2003-2005)
- Tallahassee 25, Founding member (1996), Vice President (1996-1998)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #6

Leon County Board of County Commissioners

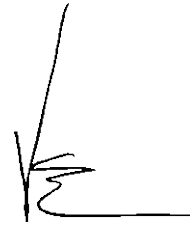
Agenda Item #6

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Update on Comprehensive Plan and Land Development Code Amendments to Allow Solar Farms



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Cherie Bryant, Director, Planning Ryan Culpepper, Director, Development Services Artie White, Administrator, Comprehensive Planning

Statement of Issue:

As requested by the Board at the July 9 meeting, this agenda item provides an update to the Board on pending amendments to the Comprehensive Plan and Land Development Code allowing solar farms in certain zoning districts.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1 Accept the update on amendments allowing solar farms and adjust the Public Hearing dates as listed below to allow for further coordination with stakeholders:
- Comprehensive Plan Adoption Hearing for December 10, 2019.
 - Land Development Ordinance Public Hearings for December 10, 2019 and January 2020 (day to be determined).

Report and Discussion

Background:

The proposed Comprehensive Plan Text Amendment (Attachment #1) is essential to the following FY2017-FY2021 Strategic Initiative:

- *Pursue NACo's SolSmart designation. (2018-4)*

This particular Strategic Initiative aligns with the Board's Environmental Strategic Priorities:

- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

On June 18, 2019, two public hearings were scheduled on a proposed Ordinance to encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by providing a minimal and expedited permitting process with minimal permit costs for prospective applicants and by establishing a new section in the Land Development Code (LDC) to consolidate the County's guidelines for the installation of solar energy systems. Staff recommended, and the Board also initiated an out-of-cycle text amendment to the Tallahassee-Leon County Comprehensive Plan to allow for solar energy systems.

On July 9, the Board conducted the transmittal hearing for the solar energy system Comprehensive Plan amendment. At that meeting, a representative from Tall Timbers raised concerns about the size and potential compatibility of solar farms in the Rural areas, especially within the context of several large-scale solar farms recently developed in South Georgia, and requested the Board delay final action on both the Comprehensive Plan and LDC amendments to provide additional time to address these issues. The Board ultimately transmitted the Comprehensive Plan amendment but continued the first Public Hearing on the LDC amendment to September 24 and directed staff to meet with representatives from Tall Timbers and the Keep It Rural Coalition (KIRC) and bring back an update regarding potential impacts to Rural areas on September 17.

Analysis:

Since the discussion of solar farms began in Leon County last fall, significant solar farms have been installed and/or approved in South Georgia and North Florida, generating previously unforeseen concerns about impacts to surrounding properties. Planning and DSEM staff met with representatives of Tall Timbers and KIRC on July 30 and August 8 to further understand these potential impacts and to develop potential regulatory solutions.

These discussions have been productive, but the stakeholders and staff agree some additional time is needed to ensure the new policies both encourage solar while also protecting our rural landscapes and natural resources. Specifically, Tall Timbers and KIRC noted the following areas of concern needing additional research on best practices, analysis and policy development:

1. **Siting Preference/Location:** Are certain areas more preferred by utility generators, such as proximity to transmission lines? How does the County prioritize development on previously disturbed areas like urban environments, utility corridors, industrial areas, brownfields, commercial rooftops, and parking lots over development of greenspace and forested sites?
2. **Scale:** Are there any jurisdictions that have developed guidance on balancing protection of rural view sheds, community character, and forests with the increasing scale (hundreds to thousands of acres) of solar energy sites?
3. **Mitigation:**
 - a. Vegetated buffers between the proposed solar farms and adjacent residential properties, roadways (including designated Canopy Roads) or other uses.
 - b. Setbacks
 - c. Other areas for study: Explore what other areas are doing for solar pollinator habitat or vegetative management.
4. **Urban Fringe:** Is this land use category appropriate to allow large-scale infrastructure, especially if the category is being considered for re-classification to “Rural Residential” in the proposed Land Use Element update?
5. **Review Process:** Should the proposed use be reviewed with more scrutiny in the Rural areas, such as classifying the use as a special exception and requiring Board approval?

With the Board’s approval, staff and the representatives from Tall Timbers and KIRC will continue working to address the above-noted concerns and bring back a revised Ordinance for the Board’s consideration at the December 10 meeting. In addition, at the June 18, 2019 meeting, the Board requested additional information regarding power purchase agreements (“PPAs”) and net metering, and how these relate to neighborhood-scale solar energy systems under the proposed Ordinance. Staff will also be meeting with representatives from the City of Tallahassee, Talquin Electric Cooperative and Duke Energy to ensure their concerns are considered as part of these revisions, and these issues will be addressed in the revised Ordinance. Staff is recommending the Board consider continuing the required Public Hearings for the proposed Ordinance amending the LDC to the Board’s December 10, 2019 and January 2020 (date to be determined) regular meetings. Staff is also recommending the Comprehensive Plan Adoption Hearing be continued to the December 10, 2019 Board meeting as well to coincide with the first Public Hearing on the LDC amendments. Additionally, a consistency review for the proposed Ordinance amending the LDC will be rescheduled for the Planning Commission’s November 5, 2019 Public Hearing.

Options:

1. Accept the update on amendments allowing solar farms and adjust the Public Hearing dates as listed below to allow for further coordination with stakeholders:
 - Comprehensive Plan Adoption Hearing for December 10, 2019.
 - Land Development Ordinance Public Hearings for December 10, 2019 and January 2020 (day to be determined).
2. Do not accept the update on amendments allowing solar farms and do not adjust the public hearing dates
3. Board direction.

Recommendation:

Option #1

Attachments:

1. June 18, 2019 Agenda Item: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
2. Staff Report for the Proposed Solar Energy Systems Text Amendment to the Comprehensive Plan

Leon County Board of County Commissioners

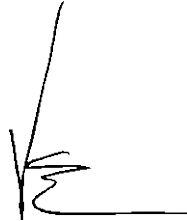
Agenda Item #13

June 18, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Director, Planning Department Maggie Theriot, Director of the Office of Resource Stewardship
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator Ryan Culpepper, Director, Development Services Artie White, Administrator of Comprehensive Planning Stephen Hodges, Senior Planner

Statement of Issue:

This item seeks the Board's approval to schedule two public hearings to consider an Ordinance that will encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by providing a minimal and expedited permitting process with minimal permit costs for prospective applicants and by establishing a new section in the Land Development Code to consolidate the County's guidelines for the installation of solar energy systems. This item also requests the Board initiate an out-of-cycle text amendment to the Tallahassee-Leon County Comprehensive Plan to allow for solar energy systems as provided in the draft Ordinance.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

See next page.

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 2

Staff Recommendation:

- Option #1: Schedule two public hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled “Definitions” and creating a new Section 10-6.820, entitled “Solar Energy Systems,” (Attachment #1) for July 9 and September 17, 2019 at 6:00 p.m.
- Option #2: Initiate an out-of-cycle text amendment to the Tallahassee-Leon County Comprehensive Plan to recognize solar electric generating systems as Light Infrastructure and to resolve internal inconsistencies in the Plan.

Report and Discussion

Background:

The proposed Ordinance and Comprehensive Plan Text Amendment are essential to the following FY2017-FY2021 Strategic Initiative:

- *Pursue NACo's SolSmart designation. (2018-4)*

This particular Strategic Initiative aligns with the Board's Environmental Strategic Priorities:

- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

This item seeks the Board's authorization to initiate the next steps in the development of an Ordinance to provide specific standards within the Leon County Land Development Code (LDC) for proposed solar energy systems. The Board authorized staff to proceed with the development of the Ordinance at the March 12, 2019 meeting. The proposed Ordinance will encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by providing a minimal and expedited permitting process with minimal permit costs for prospective applicants and by establishing a new section in the LDC to consolidate the County's guidelines for the installation of solar energy systems. This item seeks the Board's approval to schedule two public hearings to consider the Ordinance.

Additionally, adoption of the Ordinance will require a text amendment to the Tallahassee-Leon County Comprehensive Plan to allow a finding of consistency between the proposed Ordinance and the Comprehensive Plan. Accordingly, this item also seeks the Board's approval to initiate an out-of-cycle text amendment to the Comprehensive Plan. As discussed in further detail in the Analysis section below, the Plan is currently silent with regard to solar energy systems; as such, solar energy systems would fall under the definition of "Heavy Infrastructure," which is not permitted in many land use categories and zoning districts. The proposed amendment would recognize solar electric generating systems as "Light Infrastructure," which will allow for the use of rooftop, accessory and neighborhood-scale solar energy systems in all zoning districts as provided in the proposed Ordinance. This designation would also allow utility-scale solar energy systems connected to the local utility power grid for distribution of electricity to consumers to be allowed within the Industrial, Light Industrial, Urban Fringe, and Rural zoning districts as provided in the proposed Ordinance.

The Board has consistently demonstrated a commitment to supporting renewable and sustainable energy sources by investing in solar alternatives, including establishing a Strategic Initiative in the FY 2017-FY 2021 Strategic Plan to pursue designation as a "SolSmart" community. The SolSmart designation recognizes local governments that take proactive steps to remove obstacles to solar energy development, such as implementing best practices in permitting, land development regulations, and community engagement regarding solar energy. The adoption of an Ordinance specifically addressing solar development is a key requisite to achieving designation as a SolSmart community. Additionally, staff has noted a continued increase in permit activity for residential solar energy system installations and has received several recent inquiries regarding zoning districts that would allow solar energy systems serving multiple properties. The proposed

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 4

Ordinance would assist prospective applicants by defining several types of solar energy systems and consolidating the associated development standards within a single section of the LDC.

Analysis:

At the 2018 Annual Retreat, the Board adopted a Strategic Initiative to pursue designation as a SolSmart community. The SolSmart initiative is a partnership among several national organizations (including the National Association of Counties, National League of Cities, the International City/County Management Association and others) to assist local governments to reduce barriers to solar energy development within their communities. SolSmart awards Gold, Silver, and Bronze designations to cities and counties recognizing their achievement in removing obstacles to solar energy development, such as implementing best practices in permitting, land development regulations, and community engagement regarding solar energy. As indicated above, the adoption of an Ordinance specifically addressing solar development is a key requisite to achieving designation as a SolSmart community. In addition to the Ordinance contemplated in this item, Leon County has taken several steps in recent years to encourage the development of alternative, renewable energy sources. These include developing a new methodology in 2011 for building permit review and inspection fee assessments for solar-related installations to existing buildings, which resulted in a substantial reduction in total permit costs for applicants and creating a Solar Photovoltaic Permitting Guidelines brochure (Attachment #2) to outline the permit review process and the reduced permit review fees for solar energy system installations. Leon County also initiated a residential Property Assessed Clean Energy (or PACE) program in 2017, which provides financing for homeowners to make residential energy efficiency, solar, and wind resistance improvements while paying for upgrades over time through their property tax bill. Leon County was the first local government in Florida to launch a PACE program and among the first nationwide. Further, the County expanded its PACE program in 2019 to also benefit commercial properties.

Overview of Proposed Ordinance:

Leon County has historically received permit requests for solar energy systems that are limited to a single structure. Most applications have been for rooftop solar energy systems, and some have involved installation of equipment on the ground as an accessory to the principal structure. Leon County has not yet received any formal permit applications for larger-scale solar energy systems, but as indicated earlier in this item, staff has received several recent inquiries regarding zoning districts that would allow large solar energy systems or “solar farms.” As discussed earlier in the Background section of this agenda item, the Comprehensive Plan and Land Development Code are silent with regard to solar energy systems, and as such, these systems would fall under the definition of “Heavy Infrastructure” which is not allowed in many land use categories and zoning districts.

In support of Strategic Initiative 2018-4, the Board authorized staff at its March 12, 2019 meeting to proceed with the development of an Ordinance amending the Land Development Code to provide standards for solar energy systems. The proposed Ordinance (Attachment #1) would encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by expediting permitting timeframes for prospective applicants, minimizing permitting costs, and consolidating guidelines for installation of solar energy systems within a single section

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 5

of the LDC. To accomplish this, the draft Ordinance provides for definitions, permits, and development standards for a variety of solar installations or systems. The types of systems specified in the Ordinance include the following:

Solar energy system shall mean a complete assembly consisting of one or more solar collectors and associated mounting hardware or equipment. Examples of this may include, but are not limited to, photovoltaic (solar electric) systems and thermal solar energy systems:

- (1) Accessory ground-mounted solar energy system shall mean a solar energy system that is a stand-alone ground-mounted accessory structure in conjunction with a principal use or structure on the site.*
- (2) Building-mounted solar energy system shall mean a solar energy system that is mounted on a principal structure and may include solar thermal panels, solar hot water system panels and photovoltaic panels.*
- (3) Neighborhood-scale solar energy system shall mean a photovoltaic system that serves a group of structures or dwellings and does not exceed the threshold for a utility-scale solar energy system and are not intended for the primary purpose of providing power generation to the local electric grid.*
- (4) Utility-scale solar energy system shall mean a photovoltaic system that is connected to the local utility power grid for distribution to consumers in the electricity market as a commercial venture and providing more than 1 megawatt of power generation.*

The first three types of solar energy systems listed above are relatively small and would not be intended to provide power generation to the local electrical grid. Accordingly, they are proposed to be allowed in any zoning district, subject to the applicable zoning district development standards such as building height and setback requirements. Under current LDC provisions, utility-scale solar energy systems would be allowed in the Urban Fringe, Industrial, and M-1 Light Industrial zoning districts. The proposed Ordinance and the corresponding proposed Comprehensive Plan amendment (described in greater detail below) would additionally allow utility-scale solar facilities within the Rural zoning district. To ensure compatibility with adjacent and nearby properties, the Ordinance provides that utility-scale systems are considered “restricted uses” within each zoning district, which applies additional criteria for these types of systems, such as lot setback and maximum height requirements.

The proposed Ordinance would complement recent enhancements made by Leon County in the area of permitting and inspections for solar facilities. In 2011, the Board adopted a revised building permit review and inspection fee assessment methodology for solar-related installation to existing buildings. The revised methodology reduced permit fees by approximately \$371 per permit. The proposed Ordinance would codify the County’s current practice of permitting solar installations that serve a single property (whether building-mounted or ground-mounted) through a single building permit. This is also consistent with SolSmart’s criteria in the area of permitting, which encourages communities to require no more than one permit application for these types of solar

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 6

energy systems. For new construction, the installation of a solar energy system is included as a component of the project's master building permit. For the addition of a stand-alone system to an existing structure, the permit process requires a plan review for electrical or plumbing components based on the type of solar equipment, pursuant to Florida Building Code requirements. The Board's adoption of the proposed Ordinance and associated Comprehensive Plan amendment will also enable staff to fulfill additional SolSmart criteria and best practices such as posting an online checklist for residential solar permit requirements, promoting the County's online permitting process for solar projects, and others.

With respect to neighborhood-scale solar energy systems, the proposed Ordinance makes several enhancements to encourage the development of these systems while ensuring the continued protection of the County's environmental resources. First, the proposed Ordinance (and the associated Comprehensive Plan text amendment discussed below) would allow neighborhood-scale systems in all zoning districts. As indicated earlier in this item, because the Comprehensive Plan is currently silent with regard to solar energy systems, neighborhood-scale solar energy systems would fall under the definition of "Heavy Infrastructure," which is not currently permitted in many land use categories and zoning districts.

Further, the Ordinance provides a minimal and expedited permitting process that supports sustainable and renewable solar energy production while mitigating off-site impacts and ensuring environmental protection. Unlike other types of development which involve the permanent installation of impervious surfaces such as concrete slabs, driveways, and parking lots, solar energy systems are often installed over vegetated areas and generally yield a much lower environmental impact. As such, the proposed Ordinance would waive the requirement to submit a Natural Features Inventory (NFI) application and allow environmental permitting for solar energy systems to be conducted via a "short form" process for low intensity projects, which is designed for projects that are not anticipated to have a significant impact on stormwater runoff and is the least intensive environmental permitting process that the County provides for non-residential projects. The information customarily provided in the NFI process would instead be included in the environmental permitting phase, thereby streamlining the permitting process and reducing permit review timeframes, which will yield cost savings to prospective applicants.

Furthermore, the Ordinance would allow an Administrative Streamlined Application Process (ASAP) review for neighborhood-scale systems, which ensures compliance with LDC provisions related to environmental management, zoning district criteria, and site and development plan regulations. Based on the thresholds provided in the Ordinance, the existing stormwater requirements in the LDC, and the characteristics of photovoltaic solar arrays, it is anticipated that most proposed neighborhood-scale systems would not require the installation of costly stormwater control structures that may otherwise discourage the development of these systems. Waiving the requirement for a Natural Features Inventory and providing an ASAP compliance review as discussed above could save applicants \$1,500 and 25 days for neighborhood-scale solar projects.

Consistency with Current Comprehensive Plan Language:

In preparation of this proposed Ordinance, the Tallahassee-Leon County Planning Department conducted a consistency review with the Comprehensive Plan. Pursuant to Section 163.3194 (b),

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 7

Florida Statutes, all land development regulations enacted or amended must be consistent with the adopted comprehensive plan. This item recommends initiating a text amendment to the Comprehensive Plan Glossary and the Land Use Element to provide for a classification of solar energy systems as “Light Infrastructure” and affirmatively allowing Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards that preserve the rural character of these areas. This text amendment would ensure consistency between the proposed Ordinance and the Comprehensive Plan as required by Florida law.

First, the proposed text amendment (Attachment #3) would provide a classification for solar energy systems in the Glossary of the Comprehensive Plan. The Glossary provides definitions of terms used in various objectives and policies in the Plan. Currently, the Glossary classifies electric generating facilities as “Heavy Infrastructure”; however, there is no differentiation between passive electric generating facilities (such as solar energy systems, windmills, or water dams), and electric generating facilities that utilize fossil fuels (i.e., natural gas, coal, fuel oil) or “clean energy” (i.e., pelletized wood) for power generation. Accordingly, under the existing Glossary, utility-scale solar energy systems would be considered Heavy Infrastructure. The inclusion of electric generating facilities under the definition of Heavy Infrastructure in the Glossary is based on the perception of such facilities as having significant effects on nearby property, including noise, visual impacts, possible air pollution, and traffic from the delivery of fuels either by rail or by heavy trucks. Solar energy systems are quiet and have minimal staffing when operational. Although large solar energy systems may have some visual impacts, the overall impact on adjacent and nearby properties are assumed to be relatively minimal. Given the scale of these systems, the need for large tracts of land to support them, and the general lack of significant offsite impacts, this analysis supports allowing such uses in the Industrial, Light Industrial, Urban Fringe, and Rural zoning districts.

Comprehensive Plan Policy 2.2.1, which establishes the Rural/Agriculture land use, explicitly permits Light Infrastructure, but does not allow Heavy Infrastructure. Section 10-6.612 of the County’s Land Development Code, which establishes the Rural zoning district, accordingly also prohibits Heavy Infrastructure. In order to allow utility-scale solar energy systems in zoning districts that currently do not allow Heavy Infrastructure but instead allow Light Infrastructure, as provided in the proposed Ordinance, this item recommends amending the Comprehensive Plan Glossary to define solar energy systems as Light Infrastructure instead of Heavy Infrastructure as shown in Attachment #3. Non-solar electric generating facilities would continue to be classified as Heavy Infrastructure.

Second, this item also recommends an amendment to the Land Use Element to clarify where Light Infrastructure and Heavy Infrastructure are intended to be permitted (Attachment #4). Currently, Light Infrastructure is allowed in most land use categories and zoning districts, including residential areas. The Government Operational land use designation, established in Policy 2.2.16: [L] in the Land Use Element, is the only land use category that explicitly allows Heavy Infrastructure (specifically including electric generating facilities). However, the Leon County land use development matrix in the Comprehensive Plan (Attachment #5) allows Heavy Infrastructure in the Urban Fringe, Rural, Lake Talquin, Government Operational, and Heavy Industrial land use categories. The proposed text amendment would resolve this inconsistency by

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 8

clarifying that Light Infrastructure (including solar energy systems) is permitted in the Rural land use category and that Heavy Infrastructure is prohibited.

Process and Timeline:

At its regular meeting on May 7, 2019, the Local Planning Agency (LPA) voted unanimously to recommend that the Board initiate a text amendment to recognize solar electric generating systems as Light Infrastructure and to resolve the internal inconsistency between Policy 2.2.1 and the land use development matrix regarding Heavy Infrastructure in the Land Use Element of the Plan.

The next steps in processing this proposed amendment is to hold a public hearing with the LPA. The anticipated date of this public hearing is July 2, 2019. The transmittal public hearing with the Board is anticipated for July 9, 2019 followed by the transmittal public hearing with the City on July 10, 2019 (the Rural land use area is within the unincorporated area, but the Glossary applies to both the City and the County). The proposed amendment would be submitted to the State Land Planning Agency for review following the Expedited State Review Process. The adoption public hearing is anticipated for September 17, 2019 with the Board and September 25, 2019 with the City Commission. As discussed above, this item recommends scheduling the public hearings for adoption of the Ordinance to be concurrent with the with the Board's public hearing dates for the Comprehensive Plan Amendment.

Status Update on City of Tallahassee and Talquin Electric Cooperative Solar Initiatives:

At the March 12, 2019 meeting, the Board requested that staff provide a status update on the City of Tallahassee's and Talquin's solar energy initiatives and to explore opportunities for the County's and City's solar permitting process to be aligned. A discussion of these issues is provided below.

City of Tallahassee Solar Initiatives:

The City of Tallahassee has taken several steps in recent years to expand its renewable energy supply and to encourage further private development of renewable energy systems. In January 2018, the City completed the first phase of a 20 megawatt solar farm located near the Tallahassee International Airport. This system offsets approximately 2% of the City's electricity production. A second phase of this solar farm, which will provide an additional 40 megawatts of power output, is in development and is projected to be online in early 2020. This second phase will bring the City's total utility production offset to an estimated 6% once complete.

The City has also adopted a resolution to achieve a community-wide renewable energy goal. The City's resolution established a goal to reach 100% renewable energy in Tallahassee by the year 2050, including all public and private uses of energy. The County supported the City's goal through the adoption of a resolution at the April 23, 2019 workshop. To begin planning for the 100% goal, the City released a Request for Proposals on May 9, 2019 to hire a consultant to provide consulting services to complete an Energy Integrated Resource Plan (EIRP) for the Electric and Natural Gas Utility. The scope of work will include looking into the City's current energy planning, developing an EIRP to reach the 100% renewable energy goal, and providing a framework for community participation in the plan development process. The City is expected to select a consultant later this year.

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 9

Finally, the City of Tallahassee has provided a “net metering” option to its utility customers for several years. Net metering is a billing structure that allows residential and commercial customers who generate their own electricity from solar power to sell excess, unused electricity back to the grid. For example, if a utility customer has a solar array on their roof, it may produce more energy than the building is using during daylight hours. Net metering allows the electricity meter to “run backwards” to provide a credit against what electricity is consumed at night or other periods when the building's electricity use is more than the system's output, and customers are only billed for their “net” energy use. Currently, the City of Tallahassee places a cap on the size of net-metered systems of 100 kilowatts. For comparison, Leon County's largest solar array at Cooperative Extension is 60 kilowatts.

Talquin Electric Cooperative Solar Initiatives:

Talquin Electric Cooperative, which serves most unincorporated Leon County citizens, is also taking steps to expand renewables in their energy supply. Currently, renewable energy makes up 14% of Talquin’s energy mix through sources including solar, biomass, and hydropower. Talquin serves as a distribution cooperative, which means it generates little to none of its own energy and is under contract to buy most of its power from its generation cooperative partner, Seminole Electric Cooperative. As such, Talquin largely relies on Seminole Electric to generate and provide renewable energy in its fuel mix for Talquin to purchase and distribute. Recently, Seminole’s contract with Talquin has been changed to allow Talquin to generate 5% of its power demand with renewable resources, which equates to 11 MW of demand. Talquin plans to install 11 MW of its own solar generation in Wakulla, Gadsden, and Liberty counties by 2023. In addition, Seminole recently announced their plans to build out 300 MW of solar by 2023, some of which will be purchased by Talquin. Talquin projects that its energy mix by 2023 will consist of 26% renewable energy sources. Talquin Electric allows net metering for its members, and its cap on the size of net-metered systems is 1 MW based on location. Currently, for net-metered accounts, credits carry throughout an entire year and are trued-up at the end of the year. Talquin is considering potential changes to its net-metering program in the near future.

Alignment of the County’s and City’s Permitting Processes for Solar Installations:

With regard to aligning the County’s and City’s permitting process for solar installations, the proposed County Ordinance would require only a building permit for solar energy systems serving a single property (whether building-mounted or as an accessory ground-mounted system). As indicated earlier in this item, the permit process requires a plan review for electrical or plumbing components based on the type of solar equipment, pursuant to Florida Building Code requirements. The City of Tallahassee currently requires a similar permit for building-mounted and accessory ground-mounted solar installations. The proposed County Ordinance would, however, provide specific development standards for neighborhood-scale and utility-scale systems that are not currently contemplated in the City’s land development regulations. Where the County Ordinance would specifically define thresholds for these types of systems, prescribe the development standards applicable to each type, and establish permit processes, the City of Tallahassee does not currently have a regulatory process in place for neighborhood-scale or utility-scale systems. The County Ordinance would specify a minimal site plan review process for either system, whereas the City may require as much as a Type “B” review, requiring Development Review Committee approval, which was the case for the City’s most recent utility-scale system near the Tallahassee

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 10

International Airport. Based upon conversations with City of Tallahassee Growth Management personnel, the City considers its existing processes and regulations adequate for the review of solar energy systems and does not intend to implement changes to its solar permitting requirements at this time.

Summary and Conclusion:

As a summary of the recommendations presented in this agenda item, the Board's adoption of the proposed Ordinance and associated Comprehensive Plan amendment would result in the following specific enhancements:

- Creating a new section of the Leon County Land Development Code to provide specific development criteria for solar energy systems;
- Providing specific standards for building-mounted and accessory ground-mounted solar energy systems (currently, all solar energy systems are treated as an "accessory structure" as defined in Section 10-6.802 of the LDC; however, the accessory structure requirements are tailored for structures like barns, boat houses, and gazebos and do not contemplate solar energy systems);
- Affirmatively allowing building-mounted and accessory ground-mounted solar energy systems in all zoning districts in unincorporated Leon County (staff has historically interpreted the LDC to allow these systems in all zoning districts as an accessory structure; the proposed Ordinance would ensure consistency in the future application of solar energy standards by specifying that these systems "shall be allowed in any zoning district");
- Allowing a neighborhood-scale solar energy systems in all zoning districts in unincorporated Leon County (not allowable under the current LDC except as an accessory structure);
- Allowing utility-scale solar energy systems in the Industrial, Light Industrial, Urban Fringe and Rural zoning districts (not allowable under the current LDC except as an accessory structure);
- Streamlining permitting requirements for neighborhood-scale solar energy systems and which could save applicants \$1,500 in fees and 25 days of permit review time; and
- Fulfilling a key requisite for achieving designation as a SolSmart community.

Consistent with Leon County's Strategic Priority to be a responsible steward of our community's natural resources, the County has demonstrated a commitment to supporting renewable and sustainable energy sources. In recent years, the County developed a new methodology for building permit review and inspection fee assessments for solar installations which reduced permit costs for applicants, created a permitting brochure for solar energy systems which provided guidance for property owners and contractors interested in installing solar energy systems, and established a Strategic Initiative to pursue designation as a SolSmart community. The proposed Ordinance and Comprehensive Plan amendment recommended in this item further expand the areas where solar development is allowed in the community, reduce permit costs, and streamline the development review process, representing yet another significant step forward in the County's efforts to encourage the development of alternative energy sources.

Title: Solar Energy Systems Ordinance and Proposed Comprehensive Plan Text Amendment
June 18, 2019
Page 11

Options:

1. Schedule two public hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled “Definitions” and creating a new Section 10-6.820, entitled “Solar Energy Systems,” (Attachment #1) for July 9 and September 17, 2019 at 6:00 p.m.
2. Initiate an out-of-cycle text amendment to the Tallahassee-Leon County Comprehensive Plan to recognize solar electric generating systems as Light Infrastructure and to resolve internal inconsistencies in the Plan.
3. Do not initiate an out-of-cycle text amendment to the Tallahassee-Leon County Comprehensive Plan.
4. Do not schedule public hearings to adopt the proposed Solar Energy Systems Ordinance.
5. Board direction.

Recommendations:

Options #1 and #2

Attachments:

1. Proposed Ordinance
2. Solar Photovoltaic Permitting Guidelines Brochure
3. Proposed Comprehensive Plan Glossary Change
4. Proposed changes to Land Use Policy 2.2.1
5. Proposed changes to Land Use Table 6



2019 Comprehensive Plan Amendment Cycle
LTA 2019 01
Solar Energy Systems

SUMMARY		
Applicant:	Proposed Change	TLCDP Recommendation:
Tallahassee-Leon County Planning Department	Classification of solar energy systems as “Light Infrastructure”	Approve
TLCDP Staff:	Comprehensive Plan Element	Additional Notes:
Artie White	Glossary Land Use Element	
Contact Information:	Policy Number(s)	
artie.whitie@talgov.com (850) 891-6400	Glossary, Policy 2.2.1, and Land Use Matrix	
Date: June 6, 2019	Updated: August 21, 2019	

A. SUMMARY:

The proposed text amendment to the Comprehensive Plan Glossary and the Land Use Element provides for a classification of solar energy systems as “Light Infrastructure” and affirmatively allows Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards that preserve the rural character of these areas. This text amendment would ensure consistency between a proposed County Ordinance on Solar Energy Systems and the Comprehensive Plan as required by Florida law.

B. RECOMMENDATION:

Approve.

C. PROPOSED POLICY CHANGE:

See attachment #1

D. APPLICANT’S REASON FOR THE AMENDMENT:

On May 7, 2019, the Local Planning Agency recommended that the Leon County Board of County Commissioners initiate the proposed amendment. The proposed amendment was initiated by the Leon County Board of County Commissioners on June 18, 2019.

E. STAFF ANALYSIS

History and Background

The proposed text amendment to the Comprehensive Plan Glossary and the Land Use Element provides for a classification of solar energy systems as “Light Infrastructure” and affirmatively allows Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards that preserve the rural character of these areas.

The proposed text amendment to the Comprehensive Plan also resolves an internal inconsistency with the County Land Use Development Matrix in the Land Use Element and the Rural Land Use Category (Policy 2.2.1 [L]). The County Land Development Matrix currently indicates that Heavy Infrastructure is allowed in the Rural Land Use Category; however, the Rural/Agriculture Land Use Category (Policy 2.2.1 [L]) and the implementing zoning district do not allow Heavy Infrastructure. The Land Development Matrix is a pictorial representation of existing policies in the Comprehensive Plan; therefore, the proposed text amendment does not change whether Heavy Infrastructure is allowable in the Rural land use, but amends the matrix to represent the existing Rural land use policy.

The proposed text amendment would resolve this inconsistency by clarifying that Light Infrastructure (including solar energy systems) is permitted in the Rural land use category and that Heavy Infrastructure is prohibited. This is also consistent with the implementing Rural Zoning District.

Previous County Commission Consideration

The proposed Comprehensive Plan Text Amendment is essential to the following FY2017-FY2021 Strategic Initiative:

- *Pursue NACo’s SolSmart designation. (2018-4)*

This designation is offered by the National Associations of Counties (NACo), an institutional partner of SolSmart. SolSmart is a national designation and technical assistance program for local governments funded by the U.S. Department of Energy that promotes the use of best practices by local governments to ensure greater ease and affordability for residents and businesses to install and access solar energy.

This particular Strategic Initiative aligns with the Board’s Environmental Strategic Priorities:

- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

Previous City Commission Consideration

On February 20, 2019, the City Commission adopted Resolution No. 19-R-04 supporting 100% clean renewable energy in Tallahassee by 2050.

The proposed amendment does not affect the ability of the City to provide solar energy projects, such as the solar facility located at the Tallahassee International Airport. In most cases, the City will seek a Future Land Use Designation of Government/Operations in order to develop a power generating facility as the City’s electric services are owned by the City and the Government/Operations category is intended for government owned lands.

F. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

2019 Out-of-Cycle Meetings		Dates	Time and Locations
X	Local Planning Agency Meeting	May 7, 2019	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Initiation of Out-of-Cycle Amendment	June 18, 2019	3:00 PM, Fifth Floor, Leon County Courthouse
X	Local Planning Agency Public Hearing	July 8, 2019	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	County Transmittal Public Hearing	July 9, 2019	6:00 PM, Fifth Floor, Leon County Courthouse
X	City Transmittal Public Hearing	July 10, 2019	6:00 PM, City Commission Chambers, City Hall
	City Adoption Public Hearing	December 4, 2019	6:00 PM, City Commission Chambers, City Hall
	County Adoption Public Hearing	December 10, 2019	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Public Hearing – July 8, 2019: The Local Planning Agency voted to recommend approval of the proposed Comprehensive Plan text amendment, consistent with the staff recommendation.

County Transmittal Public Hearing – The Board of County Commissioners voted to transmit the proposed amendment to the State Land Planning Agency and other review agencies.

City Transmittal Public Hearing – The City Commission voted to transmit the proposed amendment to the State Land Planning Agency and other review agencies.

CONCLUSION:

Based on the above analysis, Planning Department staff recommends approval of the amendment request for the following reasons:

- Consistency with Comprehensive Plan policies
- Consistency with Land Development Code policies
- Supportive of Board of County Commissioners strategic initiatives and City Commission Priorities.

H. ATTACHMENTS:

1. Proposed text amendment.



**2019 Out of Cycle Comprehensive Plan
Amendment
LTA201901
Solar Energy Systems**

Attachment #1

Proposed Text Amendments

XIII. Glossary

space, which may or may not be used for development at a later date.

COMMERCIAL: (REV. EFF. 6/25/96) Generally, an activity or business involving the sale of goods and/or services carried out for profit.

MINOR: (EFF. 7/16/90) Provide for the sale of convenience goods and services to the immediate residential area. Gross floor area—less than 20,000 square feet except at a local street intersection where maximum allowable is 10,000 square feet.

NEIGHBORHOOD: (REV. EFF. 9/19/91) Provide for the sale of convenience goods and personal services such as food, drugs, sundries and hardware items to one or more neighborhoods. Gross floor area—20,000 to 100,000 square feet. Except at intersection of collectors where maximum allowable is 50,000 square feet.

COMMUNITY: (EFF. 7/16/90) Same functions of neighborhood commercial but on a larger scale. Provide for sale of retail goods such as clothing, variety items, appliances and furniture, hardware and home improvement items. Gross floor area—100,000 to 200,000 square feet.

REGIONAL: (EFF. 7/16/90) Same functions of community center, provide full range and variety of shopping goods for comparative shopping such as general merchandise apparel, furniture and home furnishings. Gross floor area - 200,000 to 1,000,000 square feet.

HIGHWAY: (EFF. 7/16/90) Provide for consumer oriented retail services designed for drive-in convenience. Gross floor area - 1,000 to 10,000 square feet.

COMMUNITY FACILITIES: (REV. EFF. 8/17/92) Facility or service which may be public or privately owned, established, and intended to provide significant public benefit.

COMMUNITY SERVICES: (EFF. 7/16/90; REV. EFF. 8/27/17) A facility owned or operated by a public or private entity or agency that provides a service or significant public benefit directly to the general public, such as libraries, religious facilities, police/fire stations, hospitals, museums, and schools.

LIGHT INFRASTRUCTURE: (EFF. 7/16/90) Water wells, water tanks, sewage pump stations, electric substations, and solar power stations and systems.

HEAVY INFRASTRUCTURE: (EFF. 7/16/90; REV. EFF. 12/24/10) Government operational facilities, which have significant off-site impacts. Also included are such facilities operated by semi-public or private utility providers. These facilities shall include but are not limited to:

- | | |
|--|--------------------------------|
| Waste-to-energy facilities | Sludge disposal facilities |
| Materials recovery facilities | Incinerators |
| Sanitary sewer facilities | Correctional facilities |
| Sanitary sewer percolation ponds | Water treatment plants |
| Sewage treatment plants | Outdoor storage facilities |
| Airports | Vehicle maintenance facilities |
| <u>Electric generating facilities</u> | Solid waste transfer station |
| <u>Power generating stations (non-solar powered)</u> | Correctional facilities |
| Landfills | |

POST-SECONDARY: (EFF. 7/16/90) Public or private - Universities, colleges, vocational/technical schools.

COMMUNITY PARK: (EFF. 7/16/90) Means those parks that serve several neighborhoods with total populations of up to 25,000 and have a service area of up to a three mile radius. “Ride-

Policy 2.2.1: [L]

RURAL/AGRICULTURE (REV. EFF. 8/17/92; REV. EFF. 7/26/06;
REV. EFF. 12/24/10; REV. EFF. 7/6/15)

INTENT

Leon County's agricultural and silvicultural lands have a long and productive history. They have served as both a source of food and materials for urbanized areas of the County and as a significant economic engine for the region. Decades of suburbanization have dramatically reduced the amount of arable land available for agriculture and silviculture within the County. These lands are now at a premium and require protection to ensure that they remain viable, unfragmented, and productive for future generations.

The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area.

To promote infill and redevelopment within the Urban Service Area (USA) and Rural Communities, higher density residential, and non-residential activities that are not functionally related to and supportive of agriculture, silviculture and other natural resource based activities shall be prohibited within the Rural category.

ALLOWABLE USES, DENSITIES, AND INTENSITIES

1. Residential

The Rural category shall allow for single family residential uses at a maximum density of one (1) dwelling unit per ten (10) gross acres.

2. Non-residential

Agriculture, silviculture, and other natural resource based activities shall comprise the primary non-residential uses within the Rural category.

Consistent with Florida's Right to Farm Act, bona-fide agricultural uses, on land classified as agricultural land by the Leon County Property Appraiser, shall not be subject to a non-residential intensity limitation.

Non-residential uses functionally related to and directly in support of agricultural, silvicultural, and other natural resource based activities, including ecotourism activities, may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre. The location of such uses shall be limited to the intersection of major collector and arterial or arterial and arterial designated roadways. Total development at any one intersection shall not exceed 10,000 sq. ft.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional standards and limitations shall be included in the land development code.

3. Community and Recreational Facilities

Community services, ~~light infrastructure~~, and recreational uses may be permitted provided they are compatible with the natural and rural surroundings. Facilities associated with

these uses may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre.

Active recreational uses not functionally related to or supportive of agriculture, silviculture, natural resource based, or ecotourism activities, including, but not limited to golf courses, drag strips, and racetracks for motorized vehicles, are prohibited.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional design standards and limitations shall be included in the land development code.

SPECIAL CONDITIONS

The following special conditions shall apply to the Rural future land use category:

1. Development proposals within the Rural area shall be evaluated for compatibility with adjacent agricultural uses and shall consider the land management activities associated with such uses. Development that is incompatible with agricultural uses, or has the potential to fragment, encroach upon, or displace such uses, shall not be permitted.
2. Property within the Rural category shall not be converted to a more intense land use category unless the subject site adjoins the Urban Service Area or a designated Rural Community.
3. Non-residential development **and light infrastructure** shall be subject to design standards that preserve the scenic and rural character of this category and protect existing rural residential development from offsite impacts of non-residential development. Design standards shall include, but not be limited to, signage, lighting, parking, landscape buffers, and building materials.

4. Existing uses and structures listed on the local or national historic register at the time of adoption of this amendment shall be considered conforming.

Policy 2.2.2: [L]

URBAN FRINGE* (REV. EFF. 8/17/92; REV. EFF. 7/26/06;
REV. EFF. 4/10/09; REV. EFF. 12/24/10; REV. EFF. 12/15/11)

The Urban Fringe category is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the Urban Service Area. To protect Rural areas from premature development, facilitate infill and redevelopment inside the Urban Service Area, and in recognition of the significant area already mapped as Urban Fringe, no additional lands designated Rural or Urban Fringe as of August 26, 2006 shall be converted to a more dense or intense land use category unless adjoining lands are also within the designated Urban Service Area boundary or the designated Woodville Rural Community. Conversions to the Woodville Rural Community designation shall be consistent with the Transfer of Development Units provision in Policy 4.2.5: [C].

Conventional subdivision of land in the Urban Fringe may be permitted at a density of up to one unit per three acres. To promote a mix of residential areas and perpetually protected open space and agricultural lands, Conservation Subdivision developments are allowed and encouraged. Conservation Subdivision design in Urban Fringe may be permitted at a density of up to one unit per three gross acres with units clustered on no more than 50% of the site. Conservation Subdivisions must also permanently set aside at least 50% of the total site as open space and restrict development to the least environmentally sensitive and otherwise significant portions of the land.

LEON COUNTY*
LAND USE DEVELOPMENT MATRIX

Table with columns: PROPOSED LAND USE, TYPE, FUTURE LAND USES, EXISTING ADJOINING LAND USES (A-D-G), TRANSPORTATION ACCESS (B-J), ENVIRONMENTAL CONSTRAINTS (C), and INFRA-STRUCTURE. Rows include Commercial, Office, Residential, Recreational, Community Facilities, Light Industrial, and Heavy Industrial, each with sub-categories like Minor, Major, High, Low, etc.

- X - Land use is compatible/allowable
0 - Land use is incompatible/not allowable
1 - PUD or site plan review
2 - Planned unit development required, except for...
3 - Permitted where sufficient stormwater management capacity exists...
4 - Consistent with aquifer recharge policies...
5 - Permitted outside of Urban Service Boundary
6 - Permitted only at those intersection quadrants...
7 - Permitted in conjunction with mixed use project...
8 - Cluster development required...
9 - Agricultural related only
10 - No access to canopy road
11 - Evidence for nearby or contiguous parcels...
12 - Office use permitted (if ancillary to industrial use)
13 - Intended for lower level of density range
14 - Secondary access only approved in conjunction with site plan, PUD or DRP

- 16 - Direct access allowed outside urban service area or on previously platted lot
17 - Primary access to canopy road permitted only when alternate access to non-canopy roads is unavailable
18 - Commercial restricted to 30,000 sq ft
19 - Permitted in county portion of category...
20 - Permitted on lots greater than 5 acres...
21 - Permitted for appropriate facilities located outside of Urban Service Area...
22 - May be permitted for sandstone or borrow pits...
23 - Commercial restricted to 5000 sq ft of gross building floor area...
24 - Access allowed outside the Urban Service Area...
25 - Commercial restricted to 5000 sq ft of gross building floor area...
26 - Minor Offices permitted access onto local streets within Neighborhood Boundary category only

- 27 - Density limited to 10 Dwelling units per acre
28 - Commercial and office restricted to 4,000 sq. feet of gross building floor area...
29 - Permitted for appropriate facilities located outside of Urban Service Area...
30 - Not applicable
31 - To be used in conjunction with Future Land Use Map and applicable zoning, covenants and policies...
32 - May be permitted for sandstone or borrow pits...
33 - Commercial restricted to 5000 sq ft of gross building floor area...
34 - Minor Offices permitted access onto local streets within Neighborhood Boundary category only

- (A) - An incompatible land use may be permitted with an adequate buffer...
(B) - Non-residential uses permitted on all streets and intersections designated as non-residential streets
(C) - Applies to the specific environmentally significant area on site...
(D) - This portion of the matrix does not apply when existing land use is non-conforming
(E) - May be waived pursuant to land use policy 3.1.5...
(F) - See Transportation Policy 1.6.4
(G) - Existing adjoining land use access, intersection restrictions are not a factor in Activity Center as per conditions of land use policy 1.1.22

Effective 06-6-08
Cycle 2007-2

Note:
Matrix is intended to be a pictorial representation of existing policies in the Comprehensive Plan.

DOES NOT APPLY TO BRADFORDVILLE MIXED USE, SUBURBAN, URBAN RESIDENTIAL 2, VILLAGE MIXED USE, PLANNED DEVELOPMENT, UNIVERSITY TRANSITION, DOWNTOWN, WOODVILLE RURAL COMMUNITY, AND CENTRAL URBAN

Proposed change to this Land Use Matrix would disallow Heavy Infrastructure in the Rural Future Land Use category.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Herbert W.A. Thiele, County Attorney



Title: Proposed Resolution Authorizing Conveyance of Easement Interest in County Property to the City of Tallahassee for Continued Operation and Maintenance of Improvements Associated with Woodside Heights Wastewater Retrofit Project

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director of Engineering Services Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator Mitzi McGhin, Real Estate Specialist Dan Rigo, Assistant County Attorney

Statement of Issue:

This agenda item seeks the Board's adoption of a resolution authorizing the conveyance of a sanitary sewer utility easement interest in County property to the City of Tallahassee to allow for the City's continued operation and maintenance of the Flagg Street lift station site constructed by the County and connected to the City's wastewater treatment system as part of the Woodside Heights Wastewater Retrofit Project.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Adopt Resolution authorizing conveyance of an easement interest in the County Property, located at the southwest corner of Flagg Street and Erie Street, to the City of Tallahassee (Attachment #1), and authorize the Chairman to execute the associated Sanitary Sewer Utility Easement.
- Option #2: Authorize the Chairman and/or County Administrator to execute any associated documents in a form approved by the County Attorney.

Title: Proposed Resolution Authorizing Conveyance of Easement Interest in County Property to the City of Tallahassee for Continued Operation and Maintenance of Improvements Associated with Woodside Heights Wastewater Retrofit Project

September 17, 2019

Page 2

Report and Discussion

Background:

This agenda item seeks the Board's adoption of a resolution authorizing the conveyance of a sanitary sewer utility easement interest in County property, located at the southwest corner of Flagg Street and Erie Street, to the City of Tallahassee. This will allow for the City's continued operation and maintenance of the Flagg Street lift station site, constructed by the County and connected to the City's wastewater treatment system, as part of the Woodside Heights Wastewater Retrofit Project.

In July 2015, the Board accepted a grant from the Northwest Florida Water Management District ("NFWMD"), as part of the Florida Department of Environmental Protection Springs Restoration Program, for the first phase of the Woodside Heights subdivision septic to sewer conversion project. In December 2015, the Board approved an amendment to the NFWMD Grant Agreement to realize additional funding to expand the availability of sanitary sewer to more of the Woodside Heights neighborhood. The total grant amount was used to fund the design and construction of the central sewer lines throughout the Woodside Heights neighborhood.

As required by the Grant Agreement, the County entered into an Interlocal Agreement with the City of Tallahassee in March 2016 in order to ensure that the sanitary sewer system constructed with the grant funds will be continually operated and maintained by the City as appropriate. The Interlocal Agreement requires the County to convey ownership of the collection system to the City, after which the City will be responsible for the perpetual operation and maintenance of the system.

As part of the conveyance of the system to the City, it is necessary for the County to convey a sanitary sewer utility easement interest in the parcel on which a lift station was constructed (the "County Property"), located at the southwest corner of Flagg Street and Erie Street in the Woodside Heights subdivision (see Exhibit "A" to Attachment #1). The easement interest will encumber the portion of the site containing the lift station equipment and the paved driveway providing access to the equipment (the "Easement Area") (see Exhibit "B" to Attachment #1). Prior to the County's acquisition, the County Property was an unimproved lot designated on the original subdivision plat for park and drainage purposes. The County Property was acquired by the County in March 2018 from the original developer, a Florida corporation dissolved in 1969, after petitioning the Court to appoint a Trustee to act on behalf of the deceased directors of the dissolved corporation.

Analysis:

Pursuant to Section 125.38, Florida Statutes (2018), the City of Tallahassee may make a request to the Board for the conveyance of all, or a portion, of its real property interests in a parcel to be used for the purposes of the public or community interests and welfare. The Board, if satisfied that the property is required for such use by the City and is not needed for County purposes, may convey the property interests to the City at a private sale. A price, whether nominal or otherwise, may be set for the conveyance of the property interests. This procedure requires the adoption of a resolution by the Board.

Title: Proposed Resolution Authorizing Conveyance of Easement Interest in County Property to the City of Tallahassee for Continued Operation and Maintenance of Improvements Associated with Woodside Heights Wastewater Retrofit Project

September 17, 2019

Page 3

The construction of the collection system, including the lift station site on the County Property, has been completed and the City has requested that ownership of the system be conveyed with a sanitary sewer utility easement encumbering the Easement Area in order for the City to take over its operation and maintenance. In accordance with the Interlocal Agreement, the ownership conveyance is to be at no cost to the City. Staff recommends that the Board adopt the resolution authorizing the conveyance of the easement interest in the County Property.

Options:

1. Adopt the proposed Resolution authorizing conveyance of an easement interest in the County Property, located at the southwest corner of Flagg Street and Erie Street, to the City of Tallahassee (Attachment #1), and authorize the Chairman to execute the associated Sanitary Sewer Utility Easement.
2. Authorize the Chairman and/or County Administrator to execute any associated documents in a form approved by the County Attorney.
3. Do not adopt the proposed Resolution authorizing conveyance of and easement interest in County Property, located at the southwest corner of Flagg Street and Erie Street, to the City of Tallahassee.
4. Board direction.

Recommendation:

Options #1 and #2

Attachment:

1. Resolution authorizing conveyance of the easement interest in the County Property to the City of Tallahassee

RESOLUTION: R19-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, PURSUANT TO FLA. STAT. §125.38, AUTHORIZING THE CONVEYANCE OF AN EASEMENT INTEREST IN COUNTY PROPERTY, LOCATED AT THE SOUTHWEST CORNER OF FLAGG STREET AND ERIE STREET, TO THE CITY OF TALLAHASSEE FOR THE PURPOSES OF CONTINUED OPERATION AND MAINTENANCE OF THE NEWLY CONSTRUCTED WOODSIDE HEIGHTS WASTEWATER RETROFIT PROJECT

WHEREAS, Leon County, Florida (the “County”) acquired the parcel located at the southwest corner of Flagg Street and Erie Street, depicted in the area location map attached hereto and incorporated herein as Exhibit “A” (the “County Property”), for use in the County’s Woodside Heights Wastewater Retrofit Project (the “Project”) as the site of a lift station; and

WHEREAS, in accordance with the March 2016 interlocal agreement entered into with the City of Tallahassee (the “City”), the County is required, upon completion of the Project, to convey ownership of the sanitary sewer collection system to the City, after which the City will be responsible for the perpetual operation and maintenance of the system; and

WHEREAS, as part of the conveyance of the system to the City, it is necessary for the County to convey to the City the portion of the County Property containing the lift station equipment and the paved driveway providing access to the equipment, depicted as the shaded area in Exhibit “B” attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, this Resolution is adopted pursuant to the provisions of Section 125.38, Florida Statutes, which allows the County to convey its real property interests to a municipality of the State of Florida if the Board of County Commissioners is satisfied that such real property interests are not needed for County purposes, are used for a public purpose or to promote community interest and welfare, and are needed for such use, which findings and price for such conveyance are to be recited in a resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida (the “Board”), assembled in regular session this 17th day of September, 2019, as follows:

1. That the City is a municipality under the laws of the State of Florida within the meaning of Section 125.38, Florida Statutes.
2. That the City, by virtue of its agreement with the County to accept ownership and maintenance responsibility for the sanitary sewer collection system upon the completion of the Project, has requested that the County convey to the City a sanitary sewer utility easement interest in, over, across, under, and through the Easement Area (the “Utility Easement”).

3. That the City’s use of the Easement Area will be for a public use within the meaning of Section 125.38, Florida Statutes, as a component of the system constructed as part of the Project.

4. That the conveyance of the Utility Easement to the City is required for such public use by the City, and that the Easement Area is not needed for any County purpose.

5. That the consideration paid to the County for conveyance of the Utility Easement shall be ZERO AND 00/100 DOLLARS (\$0.00).

6. That, in accordance with the terms and conditions set forth herein, the sanitary sewer utility easement interest in, over, across, under, and through the Easement Area, depicted as the shaded area in Exhibit “B,” may be conveyed to the City.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 17th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Leon County Attorney’s Office

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

Exhibit "A"

The County Property

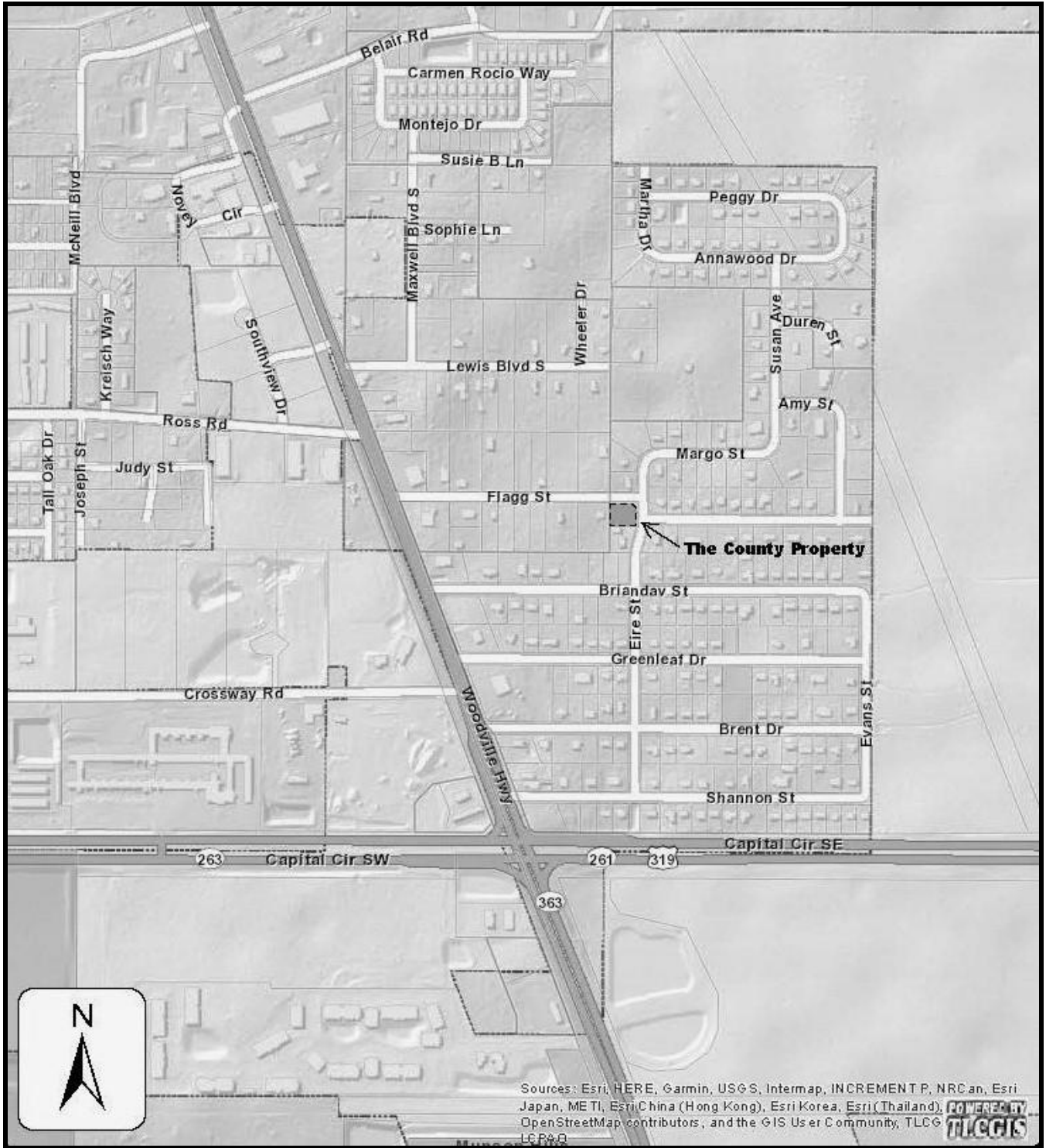
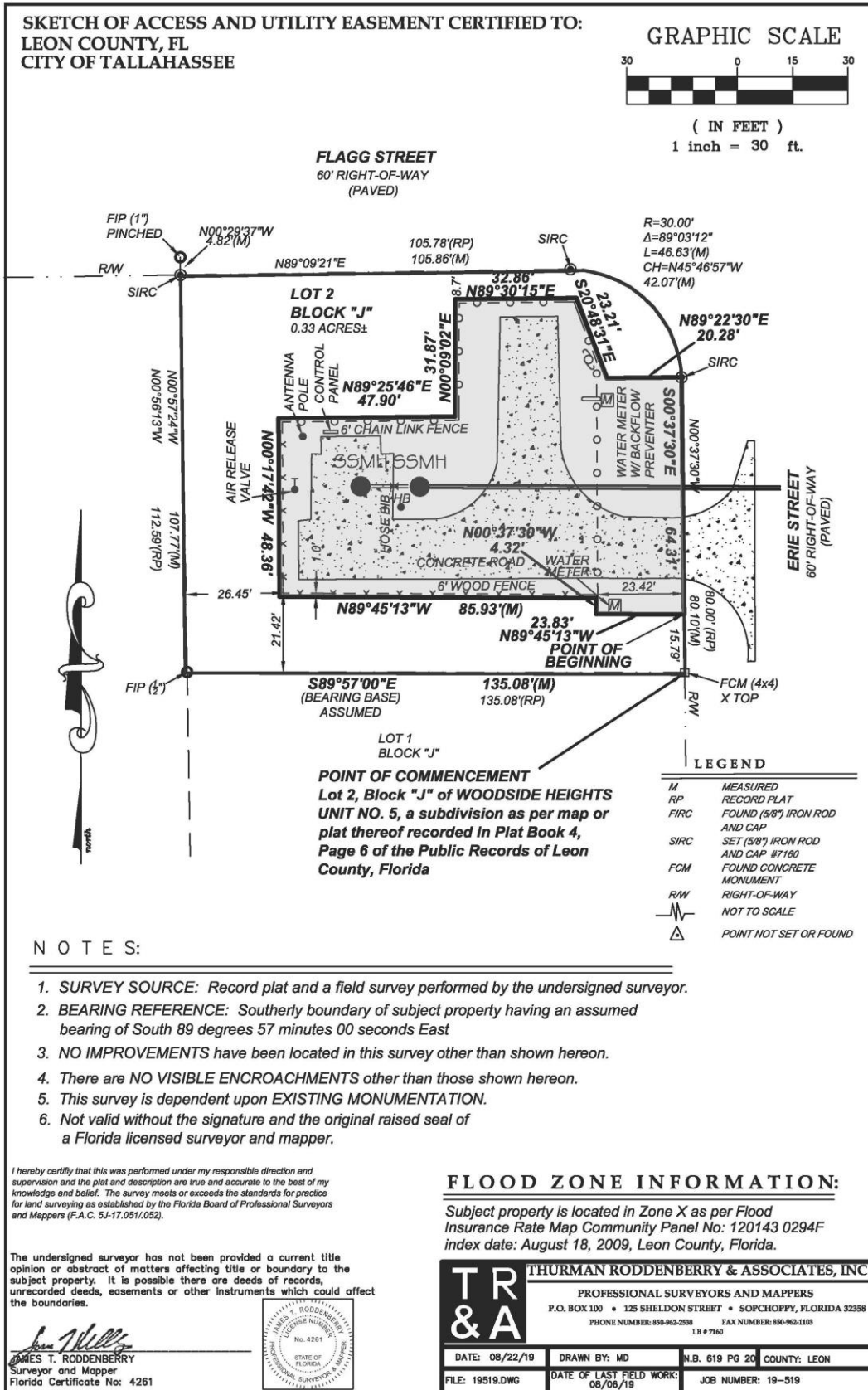


Exhibit "B"

The Easement Area



**Leon County
Board of County Commissioners**

Notes for Agenda Item #8

Leon County Board of County Commissioners

Agenda Item #8

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Herbert W.A. Thiele, County Attorney



Title: Proposed Resolutions Authorizing Conveyance of County Property to the Florida Department of Transportation for Use in the Capital Circle Southwest Widening Project Between Springhill Road and Orange Avenue

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director of Engineering Services Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Mitzi McGhin, Real Estate Specialist Dan Rigo, Assistant County Attorney

Statement of Issue:

This agenda items seeks the Board's adoption of two resolutions authorizing the conveyance of County property to the Florida Department of Transportation ("FDOT") for use in FDOT's road widening project on Capital Circle Southwest between Springhill Road and Orange Avenue.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed Resolutions authorizing conveyance of County Property, comprising various property interests in the rights-of-way of three County roads, to the FDOT (Attachments #1 and #2), and authorize the Chairman to execute the associated County Deed and Temporary Construction Easement.

Option #2: Authorize the Chairman and/or County Administrator to execute any associated documents in a form approved by the County Attorney.

Report and Discussion

Background:

This agenda item seeks the Board's adoption of two resolutions authorizing the conveyance of County property, comprising various property interests in the rights-of-way of three County roads, to the Florida Department of Transportation ("FDOT") for use in FDOT's road widening project on Capital Circle Southwest between Springhill Road and Orange Avenue.

In June 2018 the County's Real Estate Division received a Notice to Owner letter from the District Right of Way Manager of FDOT's District 3 informing the County that certain portions of property owned by the County would be needed for the FDOT's road widening project on Capital Circle Southwest (State Road 263) between Springhill Road and Orange Avenue, identified by FDOT as Item/Segment # 2197494 (the "Project").

The County-owned property interests needed for the Project comprise portions of the rights-of-way of three County roads which will be contained within the newly widened Capital Circle right-of-way (identified as Parcel 101), along with temporary construction easements in portions of those same County roads that will remain with the County after the completion of the Project (identified as Parcel 700) (collectively the "County Property") (see Composite Exhibit "A" to Attachments #1 and #2, respectively). An area location map showing the limits of the Project is provided as Attachment #3.

Analysis:

Pursuant to Section 125.38, Florida Statutes (2018), the FDOT may make a request to the Board for the conveyance of real or personal property to be used for the purposes of the public or community interests and welfare. The Board, if satisfied that the property is required for such use by the FDOT and is not needed for County purposes, may convey the property to the FDOT at a private sale. A price, whether nominal or otherwise, may be set for the conveyance of the property. In this instance, because the conveyance involves only County road rights-of-way for which the FDOT will assume maintenance responsibility resulting in a benefit to the County, staff recommends that the County property interest be conveyed to the FDOT at no cost. This procedure requires the adoption of a resolution by the Board.

Upon finalizing the acquisition of the County Property, along with all other parcels needed for the Project, the FDOT will proceed with the construction of the Project. Public Works staff has reviewed the right-of-way maps and construction plans for the Project and has no objection to FDOT's use of the County Property. Staff recommends that the Board adopt the resolution authorizing the conveyance of the County Property.

Title: Proposed Resolutions Authorizing Conveyance of County Property to the Florida Department of Transportation for Use in the Capital Circle Southwest Widening Project Between Springhill Road and Orange Avenue

September 17, 2019

Page 3

Options:

1. Adopt the proposed Resolutions authorizing conveyance of County Property, comprising various property interests in the rights-of-way of three County roads, to the FDOT (Attachments #1 and #2), and authorize the Chairman to execute the associated County Deed and Temporary Construction Easement.
2. Authorize the Chairman and/or County Administrator to execute any associated documents in a form approved by the County Attorney.
3. Do not adopt the proposed Resolutions authorizing conveyance of County Property to the FDOT.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Resolution authorizing conveyance of County Property identified as Parcel 101 to the FDOT
2. Resolution authorizing conveyance of County Property identified as Parcel 700 to the FDOT
3. Area Location Map for the Project

This Instrument prepared by,
or under the direction of,
Debra W. Schiro

Parcel	101.1
Item/Segment No.	2197494
Managing District	3
S.R. No.	263
County	Leon

RESOLUTION NO. R19-_____

A RESOLUTION OF THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING, PURSUANT TO FLA. STAT. §125.38, CONVEYANCE TO FDOT OF ALL INTEREST OF THE COUNTY IN PORTIONS OF COUNTY ROAD RIGHTS-OF-WAY IDENTIFIED BY FDOT AS PARCEL 101 NEEDED FOR FDOT'S ROAD WIDENING PROJECT ON CAPITAL CIRCLE SOUTHWEST BETWEEN SPRINGHILL ROAD AND ORANGE AVENUE

WHEREAS, the State of Florida Department of Transportation (“FDOT”) proposes to construct or improve State Road No. 263 (Capital Circle Southwest), Financial Project No. 2197494 (the “Project”), in Leon County, Florida; and

WHEREAS, it is necessary that all rights, title, and interest of the County in certain portions of the County’s road rights-of-way abutting the Project be acquired by FDOT, which portions of rights-of-way have been collectively identified by FDOT as Parcel 101 and which are legally described and depicted in Composite Exhibit “A” attached hereto and made a part hereof (collectively the “County Parcels”); and; and

WHEREAS, said use of the County Parcels is in the best interest of the County; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, FDOT has made application to the County to execute and deliver to FDOT a County Quitclaim Deed for the County Parcels in favor of FDOT for the purpose of constructing the Project according to the current construction plans; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County (the “Board”), that:

1. The application made by FDOT for conveyance of all rights, title, and interest that the County has in and to the County Parcels as described in Composite Exhibit “A,” is for transportation purposes which are in the public or community interest and welfare.
2. The Board is satisfied that such conveyance of the County Parcels is necessary for construction of the Project by FDOT and the County Parcels are not needed for County purposes.

3. The consideration to be paid to the County by FDOT for the conveyance of the County Parcels is Zero and 00/100 Dollars (\$0.00).

4. A County Quitclaim Deed for the County Parcels, as legally described and depicted in Composite Exhibit "A," shall be drawn and executed in a form approved by the County Attorney and executed forthwith by the Chairman to thereby duly convey to FDOT all rights, title, and interest that the County has in and to the County Parcels.

5. A certified copy of this duly executed Resolution shall be forwarded to FDOT at 1074 Highway 90, Chipley, Florida 32428.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the ____ day of _____, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

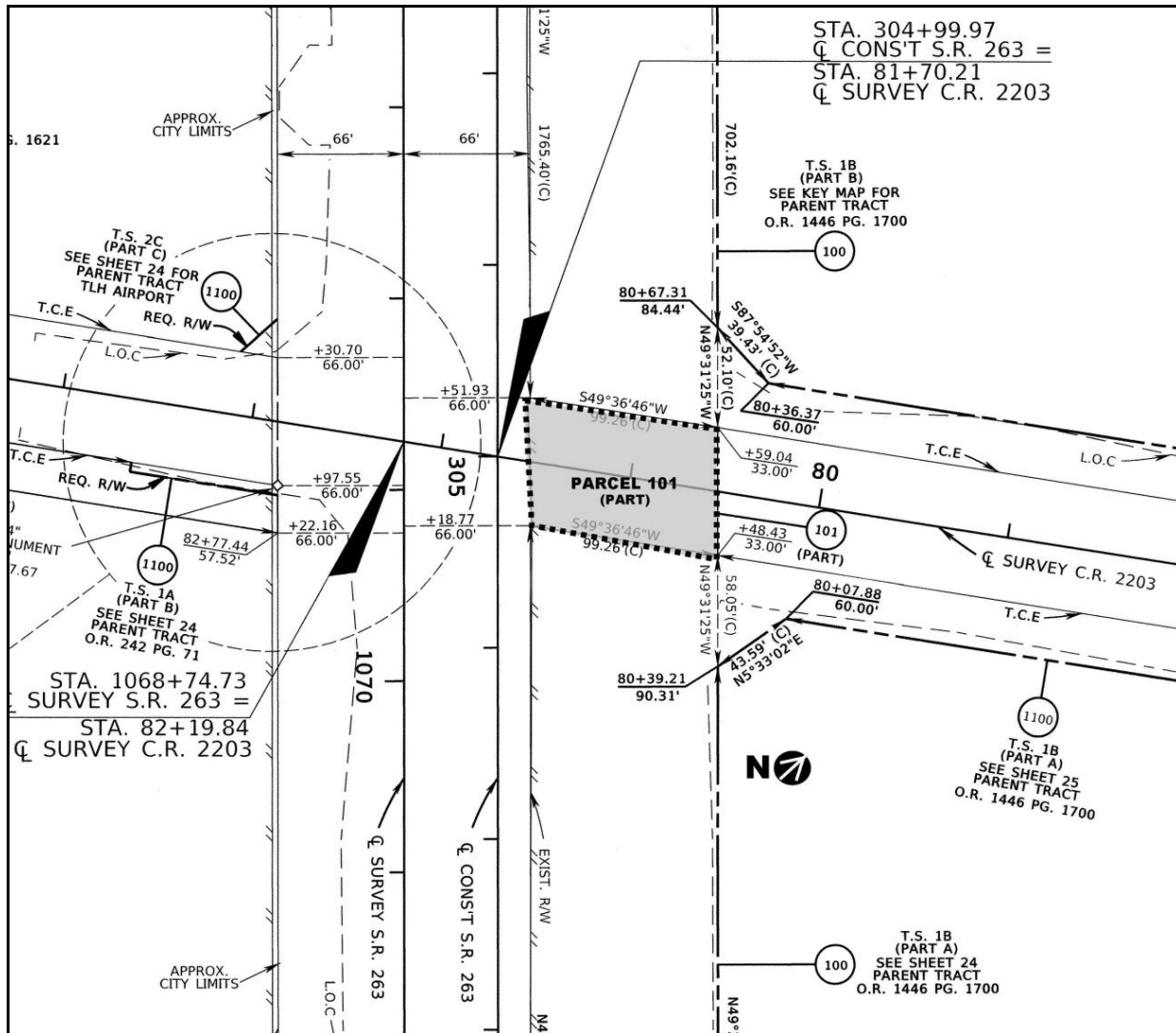
Composite Exhibit "A"

County Parcels

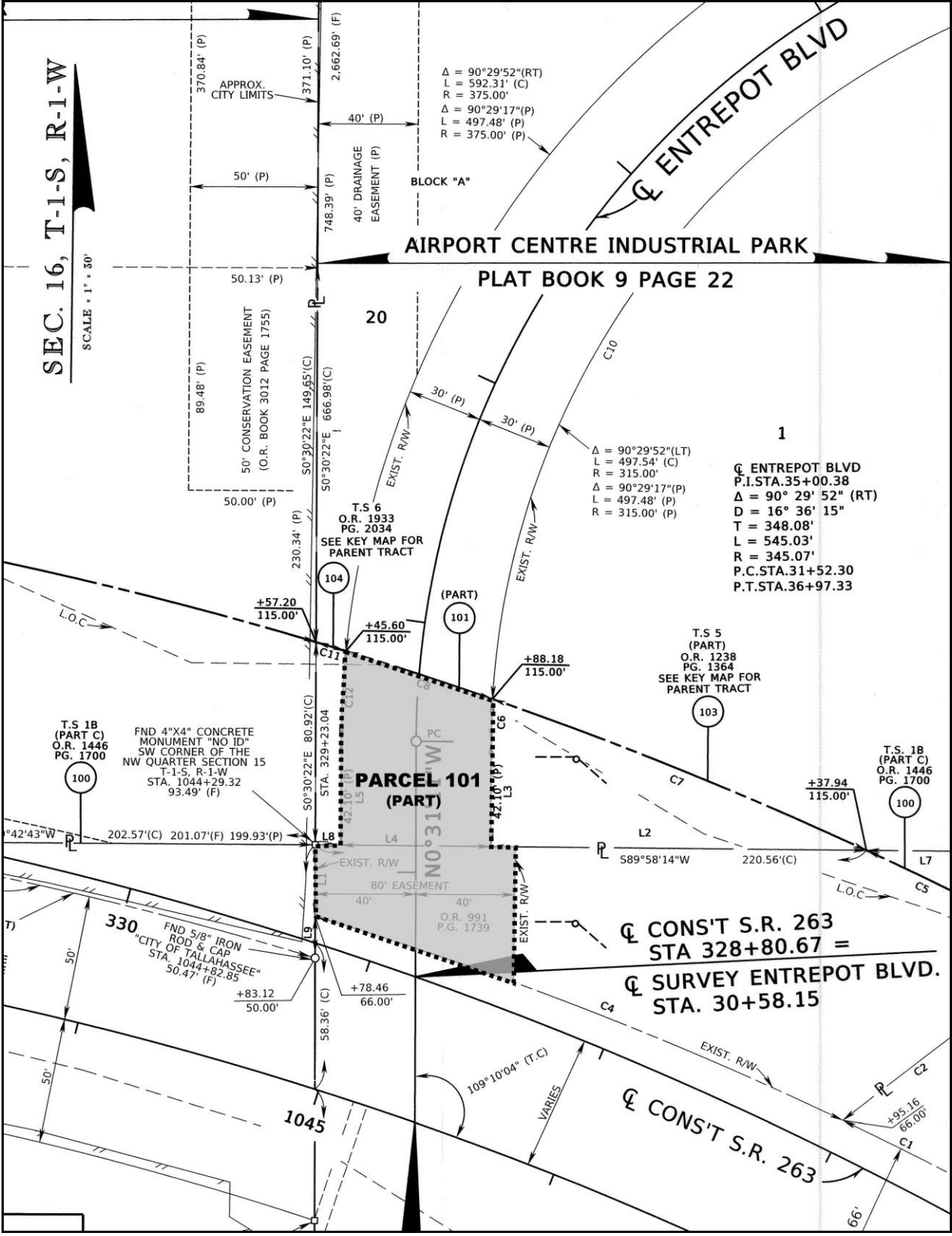
Parcel 101 Legal Description (Overall Project):

All rights and interest of Leon County, Florida, in and to the existing right of way of dedicated and used State Road No. 263, and the existing right of way of portions of other dedicated or maintained streets and roads lying between County Road 2203 (Spring Hill Road) in Section 15, Township 1 South, Range 1 West, Leon County, Florida and County Road 2205 (Lake Bradford Road) in Section 16, Township 1 South, Range 1 West, Leon County, Florida, and lying within the required right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map, F.P. No. 2197494, State Road No. 263, as filed in F.D.O.T. District 3 Office, Chipley, Florida.

Parcel 101: (Springhill Rd. Portion):

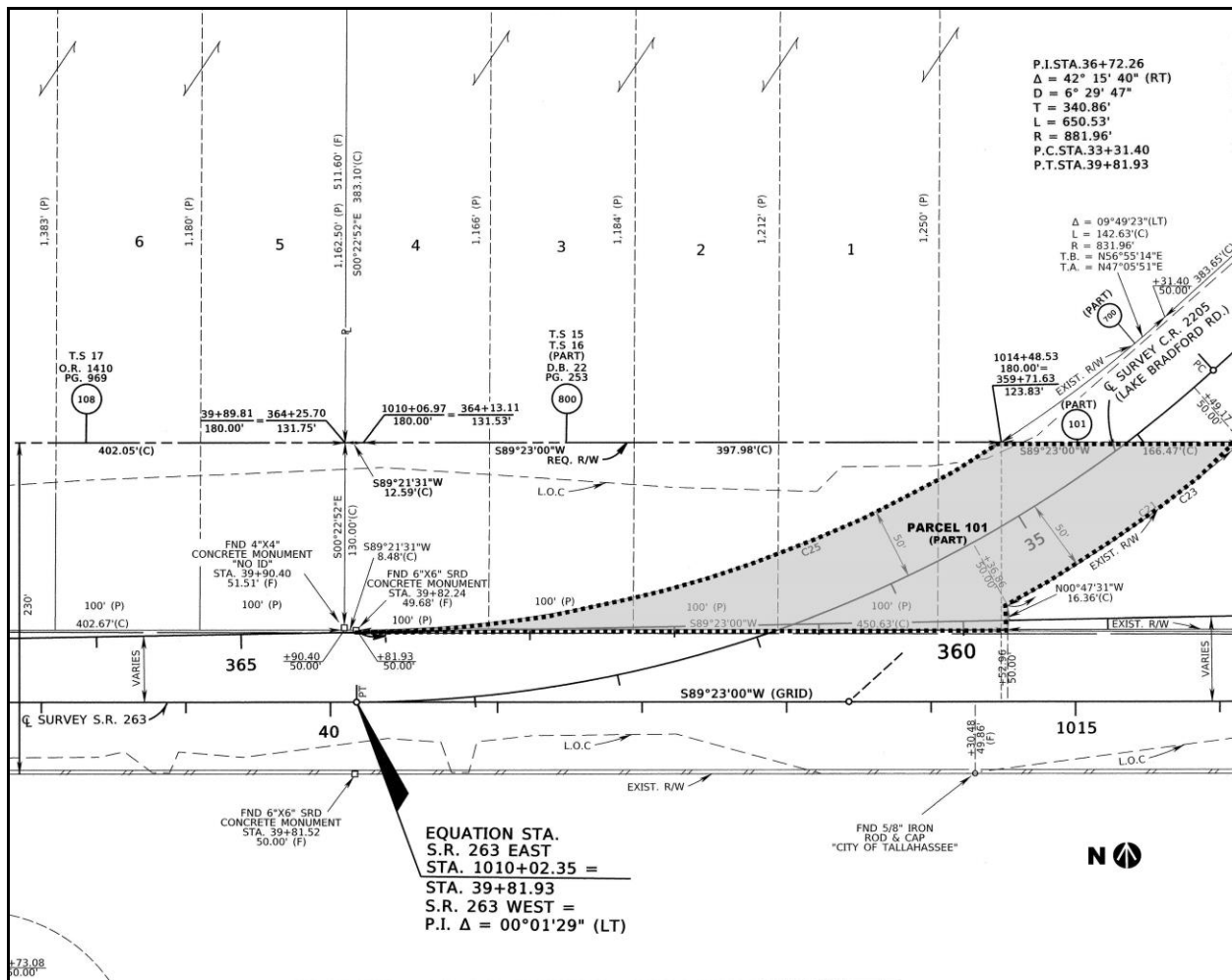


Parcel 101 (Entrepot Blvd. Portion):



Composite Exhibit "A"

Parcel 101 (Lake Bradford Rd. Portion):



This Instrument prepared by,
or under the direction of,
Debra W. Schiro

Parcel	700.1
Item/Segment No.	2197494
Managing District	3
S.R. No.	263
County	Leon

RESOLUTION NO. R19-_____

A RESOLUTION OF THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING, PURSUANT TO FLA. STAT. §125.38, CONVEYANCE TO FDOT OF TEMPORARY EASEMENT INTERESTS IN PORTIONS OF COUNTY ROAD RIGHTS-OF-WAY IDENTIFIED BY FDOT AS PARCEL 700 NEEDED FOR FDOT'S ROAD WIDENING PROJECT ON CAPITAL CIRCLE SOUTHWEST BETWEEN SPRINGHILL ROAD AND ORANGE AVENUE

WHEREAS, the State of Florida Department of Transportation (“FDOT”) proposes to construct or improve State Road No. 263 (Capital Circle Southwest), Financial Project No. 2197494 (the “Project”), in Leon County, Florida; and

WHEREAS, it is necessary that certain portions of the County’s road rights-of-way abutting the Project be used temporarily by FDOT during its construction of the Project, which portions of rights-of-way have been collectively identified by FDOT as Parcel 700 and which are legally described and depicted in Composite Exhibit “A” attached hereto and made a part hereof (collectively the “County Parcels”); and; and

WHEREAS, said use of the County Parcels is in the best interest of the County; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, FDOT has made application to the County to execute and deliver to FDOT a temporary construction easement (“TCE”) over the County Parcels in favor of FDOT for the purpose of constructing the Project according to the current construction plans; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County (the “Board”), that:

1. The application made by FDOT for conveyance of a TCE over the County Parcels owned by the County and described in Composite Exhibit “A,” is for transportation purposes which are in the public or community interest and welfare.
2. The Board is satisfied that the TCE being conveyed over the County Parcels are necessary for construction of the Project by FDOT and are not needed for County purposes.

3. The consideration to be paid to the County by FDOT for the conveyance of the TCE over the County Parcels is Zero and 00/100 Dollars (\$0.00).

4. A TCE over the County Parcels, as legally described and depicted in Composite Exhibit "A," shall be drawn and executed in a form approved by the County Attorney and executed forthwith by the Chairman to thereby duly convey the temporary construction easement interests over the County Parcels to FDOT.

5. A certified copy of this duly executed Resolution shall be forwarded to FDOT at 1074 Highway 90, Chipley, Florida 32428.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the ____ day of _____, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

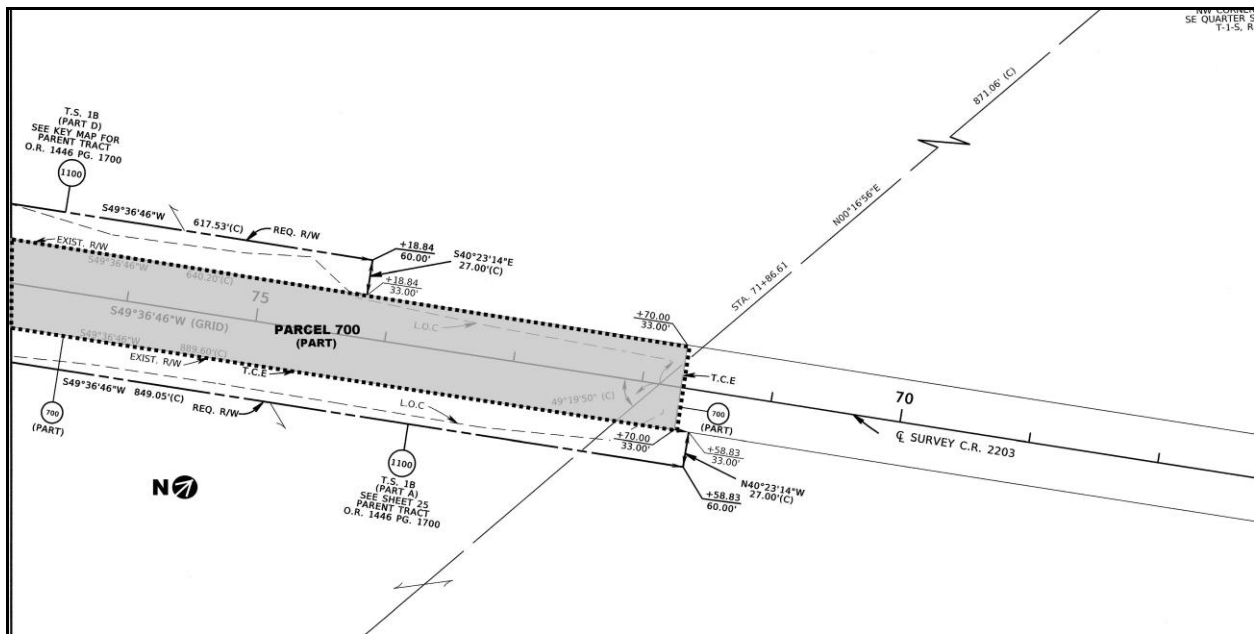
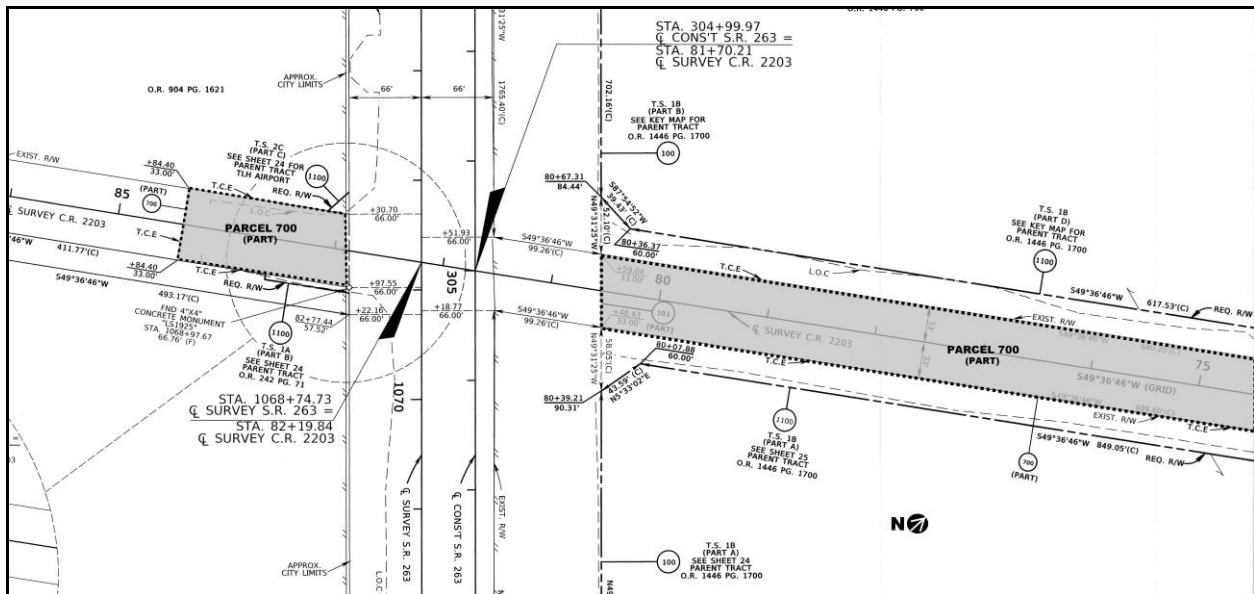
Composite Exhibit "A"

County Parcels

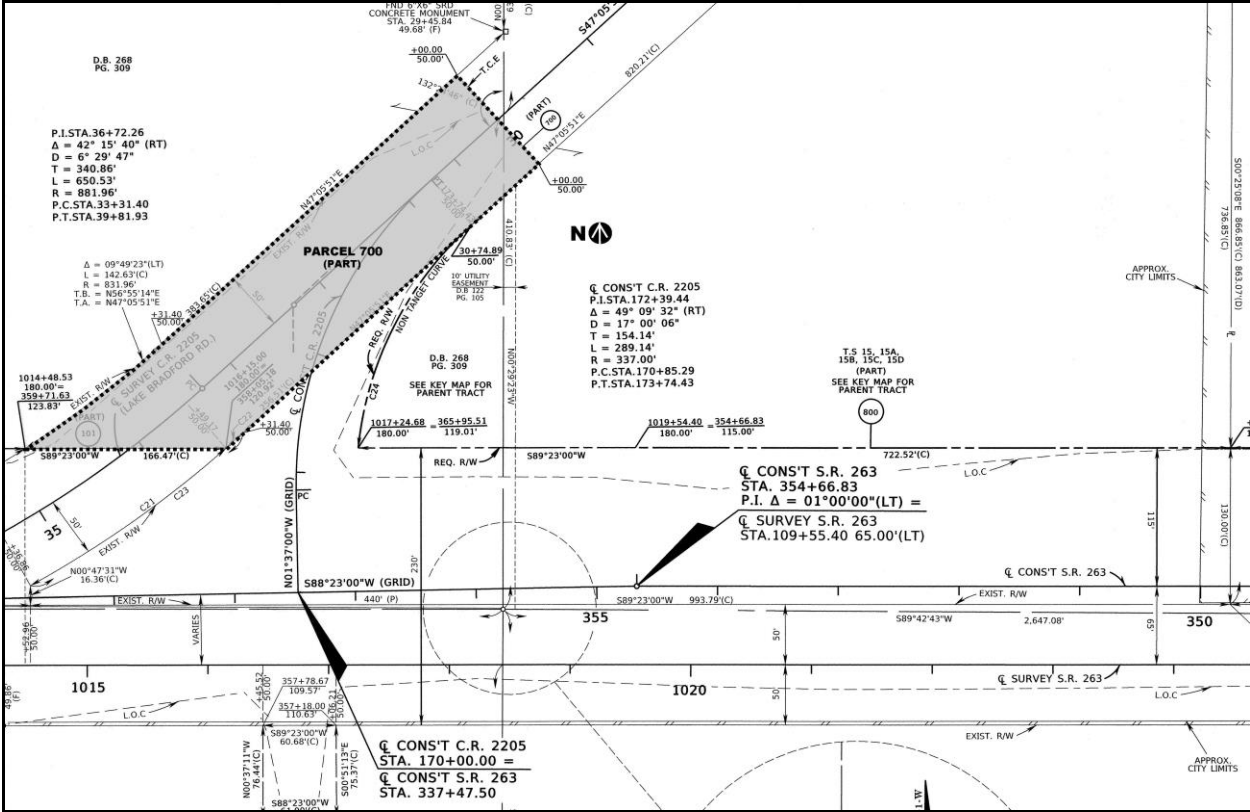
Parcel 700 Legal Description (Overall Project):

All rights and interest of Leon County, Florida, in and to the existing right of way of dedicated and used State Road No. 263, and the existing right of way of portions of other dedicated or maintained streets and roads lying between County Road 2203 (Spring Hill Road) in Section 15, Township 1 South, Range 1 West, Leon County, Florida and State Road 371 (Orange Avenue) in Section 8, Township 1 South, Range 1 West, Leon County, Florida, and lying within the required (temporary) right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map, F.P. No. 2197494, State Road No. 263, as filed in F.D.O.T. District 3 Office, Chipley, Florida.

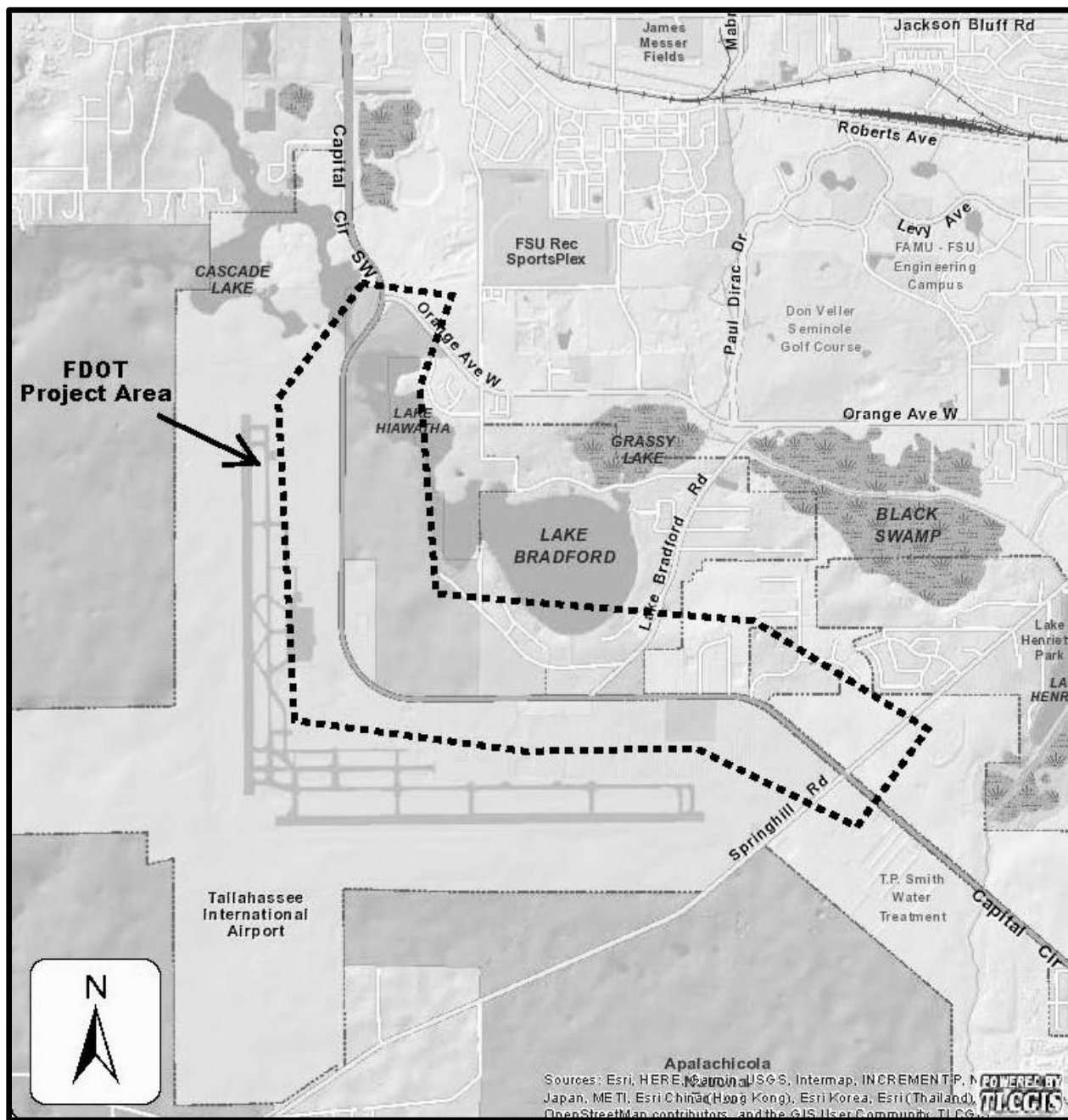
Parcel 700: (Springhill Rd. Portion):



Parcel 700 (Lake Bradford Rd. Portion):



Project Area Location Map



**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Memorandum of Agreement with the Florida Department of Transportation for the Maintenance of a Section of Apalachee Parkway, Mahan Drive, Blountstown Highway, Pensacola Street, and Capital Circle

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Maggie Theriot, Director, Resource Stewardship
Lead Staff/ Project Team:	Roshaunda Bradley, Administrative Services Manager Andrew Riley, Operations Director Leigh Davis, Director, Parks and Recreation

Statement of Issue:

This item seeks Board approval of a Memorandum of Agreement between Leon County and the Florida Department of Transportation to establish FDOT's financial reimbursement to the County for a portion of the costs associated with the maintenance along sections of Apalachee Parkway, Mahan Drive, Blountstown Highway/Pensacola Street, and Capital Circle.

Fiscal Impact:

This item has a fiscal impact. Adequate funding is available in the proposed FY 2020 budget to cover all the associated costs for maintenance. FDOT will reimburse the County \$76,513 annually for a period of three years, a \$32,650 increase from the previous agreement. The additional revenue for this agreement will be appropriated during the FY 2020 carry forward process. This revenue will be included in future budgets to offset related maintenance expenditures.

Staff Recommendation:

- Option #1: Approve the Memorandum of Agreement with the Florida Department of Transportation for the maintenance of sections of Apalachee Parkway, Mahan Drive, Blountstown Highway, Pensacola Street, and Capital Circle (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Adopt the Resolution approving the Memorandum of Agreement (Attachment #2) and authorize the Chairman to execute.

Title: Memorandum of Agreement with the Florida Department of Transportation for the Maintenance of a Section of Apalachee Parkway, Mahan Drive, Blountstown Highway, Pensacola Street, and Capital Circle

September 17, 2019

Page 2

Report and Discussion

Background:

This item seeks Board approval of a Memorandum of Agreement (MOA) between Leon County and the Florida Department of Transportation (FDOT) to establish FDOT's financial reimbursement to the County for a portion of the costs associated with the maintenance along sections of Apalachee Parkway, Mahan Drive, Blountstown Highway/Pensacola Street, and Capital Circle (Attachment #1). The current agreement, which only includes maintenance of Apalachee Parkway and Mahan Drive, expires on September 30, 2019. Through negotiations with FDOT, the new MOA has been expanded to include maintenance of the additional sections. In addition, the FDOT requires a Resolution (Attachment #2) be adopted along with approval of the MOA.

The section of Apalachee Parkway addressed in the MOA is approximately 1½ miles of median and right-of-way on Highway 27 in front of the Solid Waste Management Facility and the Apalachee Regional Park. The landscaping improvements associated with the MOA are part of the overall Master Plan for the site and were originally initiated at the request of neighboring communities. The County agreed to improve the landscaping of this area by adding landscape to the medians and right-of-way while increasing the mowing schedule of the remaining turf.

The section of Mahan Drive is from Brewster Drive to Apex Drive. On November 10, 2009, the Board approved a Local Funding Agreement with FDOT in which Leon County provided \$1.2 million in funding for supplemental landscaping associated with the improvement of Mahan Drive. The supplemental landscaping included 1,377 large trees and 1,683 shrubs planted in 3.498 acres of mulch beds throughout the length of the project. At the May 14, 2014 meeting, the Board entered into an agreement with FDOT to provide maintenance of the landscaping.

The sections of Blountstown Highway (.603 miles) extends from Bushlark Trail to the SCL Railroad Bridge and Pensacola Street (.0163 miles) extends from Nina Road to SCL Railroad Bridge. These sections were included to formally acknowledge the segment located in the County. The City of Tallahassee is currently maintaining these sections in conjunction with the segment within their jurisdiction.

The Capital Circle sections are associated with the 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 and July 10, 2018 Board meetings, respectively. For better coordination of the maintenance, the Board approved a Maintenance Agreement with the City of Tallahassee at the April 23, 2019 meeting to maintain the County's sections. Under this agreement, the County will reimburse the City \$111,453 annually to perform the maintenance.

Title: Memorandum of Agreement with the Florida Department of Transportation for the Maintenance of a Section of Apalachee Parkway, Mahan Drive, Blountstown Highway, Pensacola Street, and Capital Circle

September 17, 2019

Page 3

Analysis:

The MOA is for a term of three years, commencing on October 1, 2019. Under the MOA, the County will provide maintenance of the areas in accordance with the FDOT Landscape Care Guide, with an annual reimbursement from FDOT equal to the amount FDOT otherwise would have had to expend for normal routine maintenance. The County will be responsible for mowing, litter removal and landscape maintenance of the roadways. The County will no longer be responsible for edging and sweeping services, as FDOT will be responsible for these services.

FDOT will reimburse the County \$76,513 annually for the three-year period, an increase of \$32,650 a year from the previous agreement. As reported to the Board in previous agenda items, the payments from FDOT will not cover the full costs of the maintenance because FDOT typically reimburses for normal routine maintenance costs, and not enhanced landscaping. The additional revenue for this Agreement will be appropriated during the FY 2020 carry forward process to cover the additional maintenance costs associated with this Agreement. The reimbursement from FDOT will be included in future budgets to offset these expenditures.

Options:

1. Approve the Memorandum of Agreement with the Florida Department of Transportation for the maintenance of sections of Apalachee Parkway, Mahan Drive, Blountstown Highway/Pensacola Street, and Capital Circle (Attachment #1) and authorize the County Administrator to execute.
2. Adopt the Resolution approving the Memorandum of Agreement (Attachment #2) and authorize the Chairman to execute.
3. Do not approve the Memorandum of Agreement with the Florida Department of Transportation for the maintenance of sections of Apalachee Parkway, Mahan Drive, Blountstown Highway/Pensacola Street, and Capital Circle.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Proposed Memorandum of Agreement
2. Resolution approving the Memorandum of Agreement

CONTRACT NO. _____
FINANCIAL PROJECT NO. 42378227825
F.E.I.D. NO. 596000708032

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the Leon County, a political subdivision of the State of Florida, existing under the Laws of Florida, "County".

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 4 lane highway facilities outlined in Exhibit "A" (Scope of Services) attached hereto and incorporated by reference herein, within the corporate limits of the County; and

WHEREAS, the County is of the opinion that said highway facilities that contain roadside areas shall be attractively maintained by mowing, landscaping and litter removal.

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the DEPARTMENT is authorized to enter into this Agreement pursuant to Section 335.055, Florida Statutes "F.S.;" and

WHEREAS, the County by Resolution No. _____ dated _____, 2019, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The County shall perform the following standards:
 - A. Mow, cut and/or trim grass or turf in accordance with the guidelines set forth by the DEPARTMENT on an annual basis.
 - B. Removal of all litter and debris from within the limits of the highway rights-of-way.

The above-named functions to be performed by the County shall be subject to periodic inspections by the DEPARTMENT. Such inspection findings will be shared with the County and shall be the basis of all decisions regarding payment reduction, reworking, agreement termination, or renewal.

2. If at any time after the County has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of Mr. Brent Pell, Public Works Director, 2280 Miccosukee Road, Tallahassee, Florida 32308 to place said County, on notice thereof. Thereafter, the County 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 DEPARTMENT may at its option, proceed as follows:
 - (a) Maintain the roadside areas or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the County's payment said work or part thereof, or
 - (b) Terminate Agreement in accordance with Paragraph 5 of this Agreement and remove, by DEPARTMENT or private contractor's personnel, all of the items not desirable to maintain installed under this Agreement or any preceding agreement except as to items to remain and charge the County for the reasonable cost of such removal.
3. It is understood between the parties hereto that the maintenance items covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The County shall be given sixty (60) calendar days notice to remove said maintenance items after which time the DEPARTMENT may remove said maintenance items.
4. The DEPARTMENT agrees to pay to the County quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A". The lump sum payment will be in the amount of \$ 19,128.16 per quarter for a total sum of \$76,512.64 per year.

- (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
 - (b) Invoices shall be submitted by the County in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payment.
 - (c) Supporting documentation must establish that the deliverables were received and accepted in writing by the County and must also establish that the required minimum level of service to be performed as specified in Paragraph 1 was met, and that the criteria for evaluating successful completion as specified in Paragraph 1 was met.
 - (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the County's general accounting records, together with supporting documents and records, of the County and all subcontractors performing work, and all other records of the County and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
5. This Agreement may be terminated under any one of the following conditions:
- (a) By the DEPARTMENT if the County fails to perform its duties under Paragraph 2, following ten (10) days written notice.
 - (b) By the DEPARTMENT, for refusal by the County to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the County in conjunction with this agreement.
 - (c) By either party following 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.
6. The term of this Agreement commences on October 1, 2019 and continues thru September 30, 2022.
7. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., are hereby incorporated:
- The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.
8. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
9. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
10. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a warrant in payment of an invoice is not available within 40 days after receipt of a properly completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the County. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to

be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

11. This Agreement may not be assigned or transferred by the County in whole or in part without consent of the DEPARTMENT.
12. County:
 - (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the contract; and
 - (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
14. Travel expenses are not authorized under this Agreement.
15. The County shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The County shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
16. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
17. The County and the DEPARTMENT agree that the County, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.

18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity
19. The effective date of this Agreement shall be the latest date on which either party executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

COUNTY OF LEON

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____
District Secretary for District Three

NAME: VINCENT S. LONG

DATE: _____

TITLE: County Administrator

DATE: _____

ATTEST:

ATTEST: _____ (Seal)
Executive Secretary

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

By: _____ (Seal)

LEGAL REVIEW:

APPROVED AS TO FORM:
Leon County Attorney's Office

Office of The General Counsel

Herbert W.A. Thiele, Esq.
County Attorney

EXHIBIT "A"
THE COUNTY OF LEON
BASIS OF ESTIMATE

COST ESTIMATE FOR ONE YEAR

PAY ITEM No.	ACTIVITY No.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-2	482	SLOPE MOWING	11.46 AC.	\$68.38	7	\$5,485.44
E104-4-4	484	INTERMEDIATE MOWING	65.35 AC.	\$53.92	7	\$24,665.70
E104-4-3	485	SMALL MACHINE MOWING	2.09 AC.	\$54.79	7	\$801.58
E110-30	541	LITTER REMOVAL	224.7 AC.	\$7.88	12	\$21,247.63
E580-3-2	493	LANDSCAPED AREA MAINTENANCE	5.98 AC.	\$1,016.40	4	24,312.29
GRAND TOTAL						\$76,512.64

(QUARTERLY \$ 19,128.16)

(TOTAL COST FOR THREE YEARS \$ 229,537.92)

SITE LOCATIONS

SITE NO.	ROAD NAME	SECTION NO.	SECTION LENGTH	SR NO.	FROM	TO	NOTES
			Miles				
1	US-27 South	55080	1.422	20	Williams Rd (MP 7.622)	Balmoral Dr. (MP 9.044)	
2	Mahan Dr. / US-90 East	55020	4.421	10	Brewster Rd (MP 3.846)	Apex Dr. (MP 8.267)	
3	Capital Circle	55002	2.348	263	South of Cascade Dr. (MP 7.276)	North of Shuler Rd (MP 9.624)	Includes service roads. Excludes retention areas (five) - maintained by FDOT.
4	Blountstown Hwy	55070	0.603	20	Bushlark Tr. (MP 19.350)	SCL RR Bridge (MP 19.953)	Includes service roads. Excludes retention areas (two) - maintained by FDOT.
5	Pensacola St	55090	0.163	366	Nina Rd (MP 0.156)	SCL RR Bridge (MP 0.319)	
6	Capital Circle	55003	0.330	373	Woodville Hwy (MP)	0.33 Mile North of Woodville Hwy (MP 0.330)	
7	Capital Circle	55003	0.500	363	½ mile South of Tram Rd	Tram Rd (MP 2.218)	

RESOLUTION: 19-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA APPROVING MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, AND LEON COUNTY, FLORIDA FOR THE MAINTENANCE OF A SECTION OF APALACHEE PARKWAY, MAHAN DRIVE, BLOUNTSTOWN HIGHWAY, PENSACOLA STREET, AND CAPITAL CIRCLE

WHEREAS, The State of Florida, Department of Transportation (the “DEPARTMENT”) and Leon County, Florida, a charter county and political subdivision of the State of Florida (the “COUNTY”) are desirous of entering into an agreement to establish the DEPARTMENT’s financial reimbursement to the COUNTY for a portion of the costs associated with the maintenance along sections of Apalachee Parkway, Mahan Drive, Blountstown Highway/Pensacola Street, and Capital Circle, the details of which are described in the Maintenance Memorandum of Agreement as presented to the Board of County Commissioners of Leon County, Florida at its regular meeting on September 17, 2019 (the “MOA”); and

WHEREAS, the MOA will provide for maintenance of the areas in accordance with the FDOT Landscape Care Guide, with an annual reimbursement from FDOT of \$76,513, equal to the amount FDOT otherwise would have had to expend for normal routine maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 17th day of September, 2019, that the Board hereby approves the MOA and hereby authorizes the County Administrator to execute the MOA in a form approved by the County Attorney.

Passed and adopted on this 17th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTESTED BY:
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.
County Attorney

**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

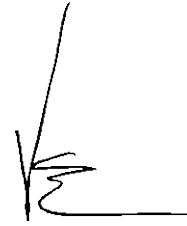
Leon County Board of County Commissioners

Agenda Item #10

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Renewal of the Certificate of Public Convenience and Necessity for Leon County Emergency Medical Services

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

Statement of Issue:

This agenda item seeks Board approval for the renewal of the Certificate of Public Convenience and Necessity to provide Advanced Life Support and Basic Life Support Ground Transport Services for Leon County Emergency Medical Services.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendations:

Option # 1: Approve the renewal of the Certificate of Public Convenience and Necessity to provide Advanced Life Support and Basic Life Support Ground Transport Services for Leon County Emergency Medical Services (Attachment #1).

Report and Discussion

Background:

This agenda item seeks Board approval for the renewal of the Certificate of Public Convenience and Necessity to provide Advanced Life Support and Basic Life Support Ground Transport Services for Leon County Emergency Medical Services.

The renewal of the Certificate of Public Convenience and Necessity to provide Advanced Life Support and Basic Life Support Ground Transport Services is essential to the following FY2017-FY2021 Strategic Initiative:

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

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

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

Certificates of Public Convenience and Necessity (COPCN) are issued by counties under Section 401.25, Florida Statutes, to entities requesting to deliver emergency medical services within that county. A COPCN sets standards and regulations for the provision of emergency medical services in the jurisdiction and is established by local ordinance. Pursuant to Leon County Ordinance No. 04-19, COPCNs require Board consideration for approval upon a recommendation of the Emergency Medical Advisory Council (EMSAC). Membership of the EMSAC consists of the County Administrator or designee, who shall act as the chairman of the EMSAC, the assistant county administrator or designee, the City Manager of the City of Tallahassee or designee, the Leon County EMS Medical Director, and the administrator, or designee, and the emergency department medical director of each hospital. The EMSAC recommends approval for Leon County Emergency Medical Services COPCN to be renewed for three years; the current COPCN expires September 30, 2019.

Analysis:

During the September 20, 2016 meeting, the Board of County Commissioners issued the current ground transport COPCN to Leon County Emergency Medical Services (LCEMS). The COPCN authorizes LCEMS to provide advanced life support and basic life support ground transport ambulance services 24 hours a day/7 days per week, within the territorial limits of the County. The current COPCN expires September 30, 2019.

On July 1, 2019 LCEMS submitted an Application for renewal of their COPCN with no change to the services being provided under the current COPCN (Attachment #2). The EMSAC recommends approval of this request.

In accordance with Section 8-62 of the Leon County Code of Laws, Article III, Emergency Medical Transportation Services, the application was transmitted July 3, 2019 to: the City of Tallahassee; the Tallahassee Fire Department; the Leon County Director of Emergency

Management; the medical directors of the emergency departments at Capital Regional Medical Center and Tallahassee Memorial Hospital; and the members of the Emergency Medical Services Advisory Council (EMSAC) for review and comments. Written comments were due back to the County by August 5, 2019. No written comments were received by the County.

On July 22, 2019, the required Public Notice of the EMSAC meeting was published. Subsequently, on August 14, 2019, the EMSAC met to investigate and review the application and to formulate a recommendation to the Board for consideration. EMSAC voted to recommend the renewal of the Advanced Life Support and Basic Life Support Ground Transport COCPN for LCEMS for the three-year period from September 30, 2019 through September 30, 2022 (Attachment #1).

Options:

1. Approve the renewal of the Certificate of Public Convenience and Necessity for Leon County Emergency Medical Services (Attachment #1).
2. Do not approve the renewal of the Certificate of Public Convenience and Necessity for Leon County Emergency Medical Services.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Certificate of Public Convenience and Necessity for Leon County Emergency Medical Services
2. Leon County Emergency Medical Services Application for Renewal of COPCN (Due to the large size of this Attachment, it can be reviewed on the 5th floor reception area of the County Courthouse)

LEON COUNTY

Certificate of Public Convenience and Necessity Emergency Medical Services

Whereas, Leon County, has made application for the grant of authority to provide Advanced Life Support and Basic Life Support ground transport and non-transport services, twenty-four hours per day / seven days per week, to the citizens of Leon County, Florida; and

Whereas, there has been demonstrated a need to provide these essential services to the citizens of Leon County, Florida; and

Whereas, the above named service provider affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 64J-1, F.A.C.); and

Whereas, the above named service provider affirms that it will comply with Article III of the Code of Laws of Leon County, Florida; and

Whereas, the governing body of Leon County has considered recommendations of the Emergency Medical Services Advisory Council.

Now therefore, The Board of County Commissioners of Leon County hereby issues a Certificate of Public Convenience and Necessity to Leon County to provide the following services only: Advanced Life Support and Basic Life Support Ground Transport and Non-Transport Services, twenty-four hours per day / seven days per week with limitations as prescribed on this Certificate. The service shall be provided within the territorial limits of Leon County, Florida. The Certificate holder shall maintain the level of service as outlined in their application throughout the term of this Certificate and shall conform and comply with all rights and duties granted by the certificate.

Date Issued: September 30, 2019
Date of Expiration: September 30, 2022
(Unless Certificate is sooner revoked or suspended)

LEON COUNTY, FLORIDA

By: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

Attachment #2, the Leon County Emergency Medical Services Application for Renewal of COPCN, has not been attached to this item due to the voluminous size of the electronic file. However, it has been made available for public inspection in the reception area located on the fifth floor of the County Courthouse; or may be accessed through the following link:

http://www2.leoncountyfl.gov/coadmin/agenda/book/190917/Item10_Attachment2.pdf

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

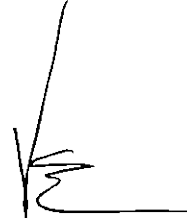
Agenda Item #11

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Renewal of the Certificate of Public Convenience and Necessity for Tallahassee Memorial Healthcare, Inc.



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

Statement of Issue:

This agenda item seeks Board approval for the renewal of the Certificate of Public Convenience and Necessity to Provide Limited Advanced and Basic Life Support Ground Transport Ambulance Services for Tallahassee Memorial Healthcare, Inc.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendations:

Option # 1: Approve the renewal of the Certificate of Public Convenience and Necessity for Tallahassee Memorial Healthcare, Inc. (Attachment #1).

Report and Discussion

Background:

The renewal of the Certificate of Public Convenience and Necessity to Provide Limited Advanced and Basic Life Support Ground Transport Ambulance Services is essential to the following FY2017-FY2021 Strategic Initiative:

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

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

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

Certificates of Public Convenience and Necessity (COPCN) are issued by counties under Section 401.25, Florida Statutes, to entities requesting to deliver emergency medical services within that county. A COPCN sets standards and regulations for the provision of emergency medical services in the jurisdiction and is established by local ordinance. Pursuant to Leon County Ordinance No. 04-19, COPCNs require Board consideration for approval upon a recommendation of the Emergency Medical Advisory Council (EMSAC). Membership of the EMSAC consists of the County Administrator or designee, who shall act as the chairman of the EMSAC, the Assistant County Administrator or designee, the City Manager of the City of Tallahassee or designee, the Leon County EMS Medical Director, and the administrator, or designee, and the emergency department medical director of each hospital. The EMSAC recommends approval for Tallahassee Memorial Hospital Inc. COPCN to be renewed for three years; the current COPCN expires December 31, 2019.

Analysis:

During the September 20, 2016 meeting, the Board of County Commissioners issued the current ground transport COPCN to Tallahassee Memorial Hospital Inc. (TMH). The COPCN authorizes TMH to provide neonatal, infant, and pediatric advanced life support ground transport ambulance services; non-medically necessary TMH campus interfacility transports; transport of adult patients who do not meet medical necessity criteria as established by the Center for Medicare and Medicaid Services from TMH to other local or regional facilities, with prior approval of Leon County; and the transport of patients from the TMH Emergency Center – Northeast to the main TMH facility. The current COPCN expires December 31, 2019.

On June 11, 2019, TMH submitted an Application for renewal of their COPCN with no change to the services being provided under the current COPCN (Attachment #2). The EMSAC recommends approval of this request.

In accordance with Section 8-62 of the Leon County Code of Laws, Article III, Emergency Medical Transportation Services, the application was transmitted July 3, 2019 to: the City of Tallahassee; the Tallahassee Fire Department; the Leon County Director of Emergency Management; the Medical Directors of the emergency departments at Capital Regional Medical

Title: Renewal of the Certificate of Public Convenience and Necessity for Tallahassee Memorial Healthcare, Inc.

September 17, 2019

Page 3

Center and Tallahassee Memorial Hospital; and the members of the Emergency Medical Services Advisory Council (EMSAC) for review and comments. Written comments were due back to the County by August 5, 2019. No written comments were received by the County.

On July 22, 2019, the required Public Notice of the EMSAC meeting was published. Subsequently, on August 14, 2019, the EMSAC met to investigate and review the application and to formulate a recommendation to the Board for consideration. EMSAC voted to recommend the renewal of the Limited Advanced Life Support and Basic Life Support Ground Transport COCPN to TMH for the three-year period from December 31, 2019 through December 31, 2022 (Attachment #1).

Options:

1. Approve the renewal of the Certificate of Public Convenience and Necessity for Tallahassee Memorial Healthcare, Inc. (Attachment #1).
2. Do not approve the renewal of the Certificate of Public Convenience and Necessity for Tallahassee Memorial Healthcare, Inc.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Certificate of Public Convenience and Necessity for Tallahassee Memorial Hospital, Inc.
2. Tallahassee Memorial Hospital, Inc. Application for Renewal of COPCN (Due to the large size of this Attachment, a printed copy can be reviewed on the 5th floor reception area of the County Courthouse.)

LEON COUNTY

Certificate of Public Convenience and Necessity Emergency Medical Services

Whereas, Tallahassee Memorial Healthcare, Inc., (TMH) has made application for the renewal of their Certificate of Public Convenience and Necessity to provide Advanced Life Support and Basic Life Support Ground Ambulance Services to the citizens of Leon County, Florida; and

Whereas, the above named service provider affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 64J-1, F.A.C.); and

Whereas, the above named service provider affirms that it will comply with Article III of the Code of Laws of Leon County, Florida; and

Whereas, the governing body of Leon County has considered recommendations of the Emergency Medical Services Advisory Council.

Now therefore, The Board of County Commissioners of Leon County hereby issues a Certificate of Public Convenience and Necessity with limitations as prescribed on the Certificate, to Tallahassee Memorial Healthcare, Inc. to provide the following services only: neonatal, infant, and pediatric Advanced Life Support transport services; non-medically necessary TMH campus interfacility transports; the transport of adult patients who do not meet medical necessity criteria as established by the Center for Medicare and Medicaid Services from TMH to other local or regional facilities, with prior approval of Leon County; and the transport of patients from the TMH Emergency Center – Northeast to the main TMH facility. These service shall be provided within the territorial limits of Leon County, Florida. The Certificate holder shall maintain the level of service as outlined in their application throughout the term of this Certificate, and shall conform and comply with all rights and duties granted by the certificate.

Date Issued: December 31, 2019
Date of Expiration: December 31, 2022
(Unless Certificate is sooner revoked or suspended)

LEON COUNTY, FLORIDA

By: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

Attachment #2, the Tallahassee Memorial Hospital, Inc. Application for Renewal of COPCN, has not been attached to this item due to the voluminous size of the electronic file. However, it has been made available for public inspection in the reception area located on the fifth floor of the County Courthouse; or may be accessed through the following link:

http://www2.leoncountyfl.gov/coadmin/agenda/book/190917/Item11_Attachment2.pdf

**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

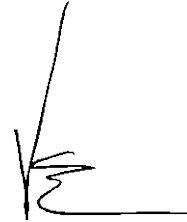
Leon County Board of County Commissioners

Agenda Item #12

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Continuing Supply Contracts for Video Production, Creative Design/Layout and Strategic Public Relations Services

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Mathieu Cavell, Assistant to the County Administrator Shelly Kelley, Purchasing Director

Statement of Issue:

This item seeks Board consideration to award continuing supply contracts for video production, creative design/layout, and strategic public relations services.

Fiscal Impact:

This item has fiscal impact. Funds for video production, creative design/layout, and strategic public relations services are available in the Community and Media Relations budget. On average, the County spends approximately \$20,000 to \$30,000 for these services.

Staff Recommendation:

Option #1: Authorize staff to negotiate continuing supply contracts for Video Production, Creative Design/Layout, and Strategic Public Relations Services with Moore Communications, Sachs Media Group, Strategic Digital Services, Trew Media, and Vancore Jones Communications, and authorize the County Administrator to execute the contracts in a form approved by the County Attorney.

Report and Discussion

Background:

This item seeks Board authorization for staff to negotiate continuing supply contracts for video production, creative design/layout, and strategic public relations and for the County Administrator to execute said contracts in a form approved by the County Attorney. The term of the County's existing continuing supply contracts ends October 31, 2019.

In Leon County Government's continuous efforts to keep citizens informed on County services, programs and important issues facing the community, Leon County Community and Media Relations (CMR) utilizes multiple communication methods, including: video programming, printed materials, electronic communications, public relations, and marketing activities. Notwithstanding the outstanding work of CMR staff and that of other County departments and divisions, the relatively modest in-house resources devoted to these functions occasionally require the assistance of outside vendors to help with various communications, education, information and marketing services that demand additional staffing or needs beyond those available internally. These needs may include: production of educational/informational video programs; creative design and layout, writing and production of brochures, flyers and posters; development of creative and technical solutions for print media advertising and social networking; and strategic public relations and marketing communication services.

Analysis:

On May 18, 2019, the Purchasing Division advertised Request for Proposals (RFP) # BC-06-06-19-25 for Continuing Supply of Video Production, Creative Design/Layout, and Strategic Public Relations Services (Attachment #1). The RFP was advertised locally, and 274 vendors were notified through the automated procurement system. A total of 25 vendors requested proposal packages. The proposals were opened on July 30, 2019, and there were five vendors who submitted proposals in one or more of the following categories: Video Production, Creative Design/Layout, and Strategic Public Relations (Attachment #2). The vendors who submitted proposals were:

- Moore Communications Group
- Sachs Media Group
- Strategic Digital Services
- Trew Media
- VancoreJones Communications

An evaluation committee was formed to evaluate the proposals. The following committee members were appointed by the County Administrator:

- Mathieu Cavell, County Administration
- Tessa Schreiner, Office of Sustainability
- Katie Kole, Tourism Development

The Evaluation Committee met on August 14, 2019 to receive the proposals, establish the process for review, elect a chair, discuss the overall evaluation of the proposals based on the criteria

Title: Continuing Supply Contracts for Video Production, Creative Design/Layout and Strategic Public Relations Services

September 17, 2019

Page 3

identified in the RFP, and schedule the next committee meeting. The Committee met again on August 21, 2019 and September 3, 2019 to evaluate and score the proposals and then recommend an award.

Based upon the evaluation of the proposals, the team recommended that agreements be negotiated with all of the vendors on a continuing supply basis in the categories indicated. There is no cost with retaining multiple vendors in each category on an as-needed basis; however, this will provide more flexibility when selecting a vendor for a specific project.

Vendor	Video Production	Strategic Public Relations & Creative Design/Layout
Moore Communications		X
Sachs Media Group		X
Strategic Digital Services	X	X
Trew Media	X	
VancoreJones Communications		X

In accordance with County policy, the MWSBE Division determined that MWBE Aspirational Targets were not reasonable to be assigned due to the estimated size and cost for the services being requested, the limited opportunities for participation, and the lack of availability of certified firms to perform the specialized services requested. However, staff will work with the vendors to include the utilization of MWBE vendors to the greatest extent possible.

The proposed term of all services agreements will initially be three years, followed by two one-year extensions, solely at the County's option, for a maximum total of five years.

Options:

1. Authorize staff to negotiate continuing supply contracts for Video Production, Creative Design/Layout, and Strategic Public Relations Services with Moore Communications, Sachs Media Group, Strategic Digital Services, Trew Media, and Vancore Jones Communications, and authorize the County Administrator to execute the contracts in a form approved by the County Attorney.
2. Do not authorize staff to negotiate continuing supply contracts for Video Production, Creative Design/Layout, and Strategic Public Relations Services with Moore Communications, Sachs Media Group, Strategic Digital Services, Trew Media, and Vancore Jones Communications.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Request for Proposals # BC-06-06-19-25
2. BC-06-06-19-25 Tabulation Sheet
3. BC-06-06-19-25 Summary Score Sheets



REQUEST FOR PROPOSALS

FOR

**COUNTYWIDE CONTINUING SUPPLY OF VIDEO PRODUCTION,
CREATIVE DESIGN / LAYOUT AND PUBLIC RELATIONS SERVICES**

PROPOSAL NUMBER BC-06-06-19-25

**LEON COUNTY GOVERNMENT
LEON COUNTY, FLORIDA**

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

I. INTRODUCTION

Leon County Government "Leon County" is accepting proposals from qualified vendors for the following specific services in Video Production, Creative Design / Layout and Public Relations Services:

- A. **Production** - Creative design and production of educational/public information, and/or other video programs throughout the organization.
- B. **Design** - Design, writing and production of communication materials (brochures, print media advertising, radio advertisements, billboard poster layout, displays, media campaigns, electronic media, including web design or related material, etc.). Design includes all printed, web-based, static, digital and dynamic media.
- C. **Strategic Services** - Strategic public relations and marketing communications services, including assistance in design and implementation of full-scale public relations and marketing campaigns, strategic communications counsel, key message development, copywriting and development of media and community-oriented materials, and other public relations and marketing services.

Vendors may submit proposals for any one or more of the services (further instructions are in Section IV, Required Submittals). The County intends to award multiple contracts for the same or similar services to not more than four firms in each of the service areas requested under this solicitation. Contract award will be based solely on the qualification information received from interested contractors. Firms awarded a contract under this request will become part of a pool of qualified bidders for work that will be available to County departments as needed. Following County purchasing requirements, departments may select one of the contractors or seek quotes from contractors for projects as the need arises.

Community and Media Relations will have final approval of all communication plans, layouts, collateral and media materials and other products unless stated otherwise, regardless of the County Department or Division ordering the work.

The County will maintain the copyright for all footage and all materials produced for any of the three services and the successful contractor is precluded from distributing such footage or materials without the written authorization of the County.

The Agreement shall be for a period of three (3) years. After the initial three year period, at the sole option of the County, this Agreement may be extended for no more than two (2) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

II. GENERAL INSTRUCTIONS

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

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

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response (“Proposal”) must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked “Original” on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division’s website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
May 17, 2019	Release of the RFP
May 24, 2019 - Not later than: 5:00 PM	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Geri Forslund at forslundg@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
June 6, 2019 - Not later than: 2:00 PM	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308
June 18, 2019	Anticipated Posting of Intended Decision
July 9, 2019	Anticipated BOCC Meeting for Award Approval
October 1, 2019	Contract Start Date

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

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

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

- E. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.
- F. Prohibited Communications: Any form of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
 2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

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

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

- G. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- H. Proposer Registration: Proposers who obtain solicitation documents from sources other than the

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

- I. Planholders: As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.
- J. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- K. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>.

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

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

- L. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the vendor.
- M. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- N. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- O. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- P. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

to withdraw this solicitation at any time prior to final award of contract.

- Q. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- R. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- S. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- T. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

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

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

- U. Audits, Records, and Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

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

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

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

W. Local Preference in Purchasing and Contracting

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

X. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Y. Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
 3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
 4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.
- Z. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

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

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

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

- AA. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.
- BB. Terms and Conditions: Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.
- CC. Work: Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The County reserves the right to negotiate with the successful proposer for any related products or services not specifically stated in this solicitation.

III. SCOPE OF SERVICES

The County is seeking professional services for each of the following:

A. Video Services - Creative design and production of educational/public information, and/or other video programs throughout the organization.

Those firms wishing to be considered for creative design and production of education/public information video programs and/or television advertisements shall at a minimum, be capable of providing what the County considers basic production services such as: concept development, instructional design, story boarding, scripting, casting, location scouting, videography, digital editing, 3-D animation, open captioning, audio production, scoring, and digital video production. The creative design and production should be of a quality consistent with industry standards.

The programming produced by firms should be of a quality consistent with local broadcast television and should be produced using commercial broadcast production standards. To be consistent with the programming needs of the County's government access channel, production equipment should be compatible with DVCAM, which the County currently utilizes for productions. The contractor will be responsible for the maintenance and replacement of all equipment and facilities used for this contract. The respondent should indicate equipment parameters as well as staffing charges in their proposal.

The County will maintain the copyright for all footage and materials produced and the successful contractor is precluded from distributing such footage or materials without the written authorization

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

of the County.

A prime consideration in the evaluation of responses for these services will be the firm's ability to produce quality work and provide a quick turnaround on projects.

Video Program Formats: (subject to change: **.mp4 / DVD**)

Special Events – Ground-breakings, community events, press conferences

Meetings / Seminars - The firm(s) may be required to produce or participate in part, in a multi-camera shoot and provide all or part of the production equipment and personnel.

PSA's -The firm(s) may be asked to produce PSA's to promote various County services, campaigns and initiatives.

The firm(s) duties may include:

1. Meetings with County departments
2. Script Writing
3. Scheduling shoots
4. Shooting B-roll
5. Script development
6. Editing and post production

Each project will have a pre-determined deadline and the County will communicate the deadline to the Contractor in writing with a written Notice to Proceed. County staff and the Contractor must commit to meeting the established deadline. The length of shoots must be agreed upon in advance for the convenience of both parties. Travel and setup/breakdown time should be factored in the cost of the project. If the contractor is working on multiple segments, the contractor should schedule all day or half-day shoot so a project is shot in a cost effective and timely fashion.

B. Strategic public relations, marketing, and communications services

The County Commission continuously strives to keep citizens informed of county services, programs, and major projects. The County Commission's goal is to encourage citizens to become more educated, engaged and involved in County government.

Firms that wish to be considered for this work should, at minimum, have a basic understanding of Florida's open records and Sunshine laws; have an intimate knowledge of the community, in terms of citizen expectations, demographics, and current events; have extensive experience in communicating complex issues to large and varied audiences; demonstrate a track record of measurable results; and have a proven, effective approach to account/client management that allows the client to take advantage of senior-level counsel and ensures proper follow-up and implementation. Employees of firms selected through this RFP will not serve as spokespersons for the County. All media contact will be handled directly through County staff, unless otherwise directed. Community and Media Relations will have final approval of communication plans, collateral and media materials produced unless stated otherwise.

1. Public Relations & Marketing

Services may include: assistance in design and implementation of full-scale public relations and marketing campaigns, strategic communications counsel, key message development, copy writing and development of media and community-oriented materials, and other public relations and

marketing services.

For those firms that wish to be considered for providing strategic marketing communications and public relations services, the County is soliciting the counsel of experienced communicators with a thorough understanding of the integrated marketing communications approach, and how it is applied to government communications.

2. Design, writing and production of communication materials.

The design and production should be of a quality consistent with industry standards, and meets applicable brand guidelines established by the County. The County will maintain the copyright for all original photographs and brochures produced and the successful contractor is precluded from distributing such photographs without the written authorization of the County. Community and Media Relations will have final layout approval.

Those firms that wish to be considered for creating and producing brochures, displays, print media advertising, radio advertisements, digital/electronic media, other printed materials, web development etc. shall at a minimum, need to be capable of providing what the County considers basic creative services such as: concept development, copy writing, editing, proofing, design/layout, photography, stock photography acquisition, printing / appropriate print management capability, ad placement, and similar accepted practices.

IV. REQUIRED SUBMITTALS

Responding individuals or firms must carefully prepare their responses in accord with these instructions. Failure to do so may result in the proposal being determined as non-responsive. As noted previously, vendors may submit proposals for any one or both of the services requested and the appropriate Tab (2 and/or 3) included. Each of the services **must be addressed separately in your proposal** and presented in the Tabs as listed. Be sure to mark the sections as designated below. All respondents must complete Tabs 1 and 4.

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

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

A. TAB 1 – Company Information and Letter of Introduction (**ALL Proposers**)

This is a brief introductory section with a letter detailing the specific services being sought in the proposal. Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. The respondent must declare that the proposal is in all respects fair and in good faith without collusion or fraud. This section should also include the following:

- 1) Firm name or Joint Venture, business address and office location, telephone number.

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

- 2) If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- 3) Address of the office that is to perform the work.
- 4) Federal Identification Tax Number or Social Security Number.
- 5) Give the name and title of the firm's primary representative for the proposal and address, telephone and fax numbers, and e-mail address.
- 6) The age of the firm, brief history, and average number of employees over the past five years.
- 7) Present size of firm, nature of services offered, and breakdown of staff by discipline.
- 8) Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.
- 9) Names and descriptions of major projects for which the firm is presently under contract.
- 10) If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
- 11) If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

B. TAB 2 – Video Services

- 1) Describe your understanding of the work, how you would approach projects assigned, and outline the specific services to be provided. Address how your organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Also, describe how the team will implement project control systems for time, budget, and quality for projects.

Give brief resume of key persons to be assigned to the project including but, not limited to: name & title; education; and experience and qualifications that are relevant to this project.

List any outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

- 2) For creative design and production services, describe your proposed pre-production or planning process. Be specific in regards to identifying areas that the County could incur additional cost as the process unfolds. Include how the County will utilize the pre-production phase for review and approval. Ensure that a mutually agreed timeframe is allowed for County review and approval in each step that the County will be directly involved and/or approval is required.
- 3) Describe your post-production process and related County review and approval aspects. Identify areas in this process where the County may be responsible for additional costs incurred during the process. Ensure that a mutually agreed time frame is allowed for County review and approval

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

in each step that the County will be directly involved and/or approval is required.

- 4) Detail creative and effective approaches the firm has undertaken to address traditional communications challenges. Examples may include utilization of unusual, edgy, creative, unexpected techniques to accomplish communications objectives.
- 5) Provide examples of work in areas of the requested services: For video and radio, electronic media include no more than 10 minutes of examples for each media.
- 6) Provide proposed fees (Attachment A) for Video Production Services, as defined herein for the initial three year term of the contract. The fee shall include all travel, equipment, and any other related expenses.

C. TAB 3 – Strategic Public Relations, Marketing, and Communication Services

1) Public Relations and Marketing Communications Services

- a. Describe your understanding of the work, how you would approach projects assigned, and outline the specific services to be provided. Address how your organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Also, describe how the team will implement project control systems for time, budget, and quality for projects.

Give brief resume of key persons to be assigned to the project including but, not limited to: name & title; education; and experience and qualifications that are relevant to this project.

List any outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

- b. For strategic public relations and marketing communications, firms should submit no more than two case studies, in addition to a sample communications plan developed for a client and a summary of the measurable, positive results achieved.
- c. Describe your experience working with governmental entities, citing specific examples of projects. Discuss your experience in developing key messages that effectively communicate complex issues to a large and varied audience. Describe your experience in conducting public relations and marketing campaigns specifically in Leon County, if applicable, and detail your results.
- d. Describe your approach to account/client management. Detail the process you would use to begin work when assigned a project for the County, and describe the major phases and evaluation the project would go through until completion, including methods of measurement. Include a thorough explanation of how your team approaches account management including internal information flow, senior-level staff involvement, client contact, internal and client approval processes, how you keep your clients informed of your activities, etc.
- e. Detail creative and effective approaches the firm has undertaken to address traditional communications challenges. Examples may include utilization of unusual, edgy, creative,

unexpected techniques to accomplish communications objectives.

2) Design, Writing, and Production of Communication materials

- a. Describe your understanding of the work, how you would approach projects assigned, and outline the specific services to be provided. Address how your organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Also, describe how the team will implement project control systems for time, budget, and quality for projects.

Give brief resume of key persons to be assigned to the project including but, not limited to: name & title; education; and experience and qualifications that are relevant to this project.

List any outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.

- b. Detail creative and effective approaches the firm has undertaken to address traditional communications challenges. Examples may include utilization of unusual, edgy, creative, unexpected techniques to accomplish communications objectives.
- c. For brochures or other printed materials, web development and design provide no more than five examples.

3) Provide proposed fees (Attachment B) for Public Relations, Marketing, and Communications Services, as defined herein for the initial three year term of the contract. The fee shall include all travel, equipment, and any other related expenses.

4) Sample Project/Scenario

Beginning in late 2019 and continuing through 2020, Leon County will assist with public relations and outreach for the county's 290,000 citizens. More than a head count, the census determines how federal funding is distributed, where new schools are built, and so much more. That's why an accurate count is so important to Leon County and as well as the City of Tallahassee. Also, 2020 is the first time ever that the U.S. Census Bureau will accept responses online, in addition to the usual methods of phone or mail.

The requested services would involve 12 months of engagement to strategize, design, and implement a campaign in coordination with County staff.

Please provide a proposal for the above scenario that at a minimum, addresses the following:

- a. What is your plan to reach the most Leon County citizens to complete the census, especially students on and near campus and the southside of the community?
- b. What outreach do you conduct and why?
- c. How do you measure success during the campaign to assess effectiveness?
- d. What relevant experience does your company have to conduct an operation of this scale?
- e. Based upon the schedule of fees proposed in Attachment B, provide a quote of the costs associated to complete this request. The total cost proposed for this project shall be utilized to award cost points for this solicitation.

D. TAB 4 – Required Forms (**ALL PROPOSERS**)

Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Minority/Women Business Enterprise Participation Plan; Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws; Local Vendor Certification (if applicable)

V. SELECTION PROCESS

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

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

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

- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to four (4) firms deemed to be most highly qualified to perform the requested services.
- C. The County will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the County be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The County shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

VI. EVALUATION CRITERIA

All proposals will be reviewed for compliance with mandatory requirements stated within the RFP. Additional documentation may be requested by Evaluation Committee from Finalists to confirm meeting stated requirements. The documentation will serve only to clarify proposal data, but at no time should this information change the terms of the proposal submitted. The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified

within this RFP.

A. Proposals will be evaluated and ranked on the basis of the following considerations:

1. Video Services

VIDEO SERVICES	
Company capability, staffing, and experience	25
Pre-Production Processes	20
Post Production Capabilities	20
Creativity	20
Local Preference	5
Cost	10
TOTAL	100

2. Strategic Public Relations, Marketing, and Communications Services

STRATEGIC PUBLIC RELATIONS AND MARKETING COMMUNICATIONS SERVICES	
Company capability, staffing, and experience	35
Account Management Approach	25
Creativity	25
Local Preference	5
Cost	10
TOTAL	100

B. Local Preference and Cost will be scored by the Purchasing Division utilizing the following methodology:

1. Local Preference

Points for Local Preference will be awarded as follows:

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

2. Cost

- a. **Agency Cost:** In Tabs 2 & 3., Respondents must provide a total cost for services in Attachment A and Attachment B, respectively. The respondent with the lowest total cost will receive 10 points. Respondents with greater total costs will receive fewer points, on a pro-rata basis, using the formula below.

$$\frac{L}{P} \times 10$$

Where:

L = Lowest total cost among all proposers

P = Proposer’s total cost

An example of how the Cost Points for total cost will be awarded follows:

Proposers	Proposed Total Cost	Cost Points
Vendor 1	\$950	6.4
Vendor 2	\$600	10
Vendor 3	\$750	8
Vendor 4	\$1050	5.8
Vendor 5	\$1000	6

VII. INDEMNIFICATION

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

VIII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

- A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
 - 1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
 - 2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

- a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBEs and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Proposers responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Proposers that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email DJones@oeforbusiness.org. Alternate contacts are MWSBE Coordinators LaTanya Raffington, and Shanea Wilks by email at lraffington@oeforbusiness.org and swilks@oeforbusiness.org.
8. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oeforbusiness.mwsbe.com/>. The directory interface is user-friendly and allows for vendors searches to be conducted for various procurement categories and business capabilities.

B. Equal Opportunity/Affirmative Action Requirements

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

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

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

IX. INSURANCE

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

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

insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car)**.
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions

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

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

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

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

b. All Coverages

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

4. Acceptability of Insurers

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

5. Verification of Coverage

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

6. Subcontractors

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

X. TRAVEL EXPENSES

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

XI. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application,

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

XII. AGREEMENT

After the proposal award the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement. A draft agreement is attached to this solicitation and labeled "Appendix C." By submission of a response to this solicitation, the Bidder agrees to comply with and execute a contract with the County in substantially the following form.

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

XIII. PURCHASES BY OTHER PUBLIC AGENCIES

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

PROPOSAL RESPONSE COVER SHEET

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

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

Shelly W. Kelley, Purchasing Director

Jimbo Jackson, Chairman
Leon County Board of County Commissioners

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

(Firm Name)

BY _____

(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed: _____

Title: _____

Firm: _____

Address: _____

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

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

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

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

Personally known _____
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires: _____

Printed, typed, or stamped commissioned name of notary

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

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

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone:
	Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone:
	Fax:

Signature of Authorized Representative _____
Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____

By _____ of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has produced _____ as identification.

Return Completed form with supporting documents to:

**Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308**

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Proposal Number: BC-06-06-19-25

Opening Date: Thursday, June 6, 2019 at 2:00 PM

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____

of the firm of _____

in response to the Request for Proposals for:

Countywide Continuing Supply of Video Production and Public Relations Services for Leon County, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this ____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

ATTACHMENT A

Price Sheet for Video Production Services

Item	Description	Unit Price
1	Non-Linear Editing - Online graphics	
2	Offline (no graphics)	
3	1/2" dubbing (per hour)	
4	Scriptwriting (per hour)	
5	Teleprompter (per hour)	
6	Videographer (per hour)	
7	Studio w/ 3 camera (per hour)	
8	On Location w/1 broadcast quality camera (per hour)	
9	On Location w/2 broadcast quality camera (per hour)	
10	Professional Voice Over (per hour)	
11	Professional Location Lighting (per hour)	
12	Pre-planning (per hour)	
13	CD music cuts (each)	
14	Graphics - CG (per hour)	
15	Talent (per hour) - priced per project	
16	Producer (per hour)	
17	Masters provided on a DVCAM (each)	
TOTAL		\$

ATTACHMENT B

Price Sheet – Strategic Public Relations, Marketing, and Communications Services

Provide an itemized list, by category/classification, of all hourly rates and proposed fees of personnel anticipated to be utilized under the resultant contract for Strategic Public Relations, Marketing, and Communications Services (including creative design and development). The fees shall include all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, as well as percentages for the application of overhead and fringe benefits).



Leon County

Board of County Commissioners

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

Attachment #1
Purchasing Division Page 34 of 40
1800-3 Blairstone Road
Tallahassee, Florida 32308
(850) 606-1600

May 29, 2019

- Commissioners
- JIMBO JACKSON
District 2
Chairman
- BRYAN DESLOGE
District 4
Vice Chairman
- BILL PROCTOR
District 1
- RICK MINOR
District 3
- KRISTIN DOZIER
District 5
- MARY ANN LINDLEY
At-Large
- NICK MADDOX
At-Large
- VINCENT S. LONG
County Administrator
- HERBERT W.A. THIELE
County Attorney

RE: RFP Title: Video Production, Creative Design/Layout and Public Relations Services
Bid No: BC-06-06-19-25
Opening Date: July 11, 2019 at 2:00 PM

ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

- In an effort to provide vendors additional time to prepare responses to this RFP, the calendar of events has been revised. Section II., C. Schedule of Events, Table 1, has been revised to read as follows:

REVISED Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
May 17, 2019	Release of the RFP
June 7, 2019 - Not later than: 5:00 PM	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Geri Forslund at forslundg@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
July 11, 2019 - Not later than: 2:00 PM	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308
July 29, 2019	Anticipated Posting of Intended Decision
September 17, 2019	Anticipated BOCC Meeting for Award Approval
November 1, 2019	Contract Start Date

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Shelly W. Kelley, PMP
Purchasing Director



Leon County
 Board of County Commissioners
 301 South Monroe Street, Tallahassee, Florida 32301
 (850) 606-5302 www.leoncountyfl.gov

Attachment #1
 Purchasing Division Page 35 of 40
 1800-3 Blairstone Road
 Tallahassee, Florida 32308
 (850) 606-1600

Commissioners

July 17, 2019

JIMBO JACKSON
 District 2
 Chairman

BRYAN DESLOGE
 District 4
 Vice Chairman

BILL PROCTOR
 District 1

RICK MINOR
 District 3

KRISTIN DOZIER
 District 5

MARY ANN LINDLEY
 At-Large

NICK MADDOX
 At-Large

VINCENT S. LONG
 County Administrator

HERBERT W.A. THIELE
 County Attorney

RE: RFP Title: Video Production, Creative Design/Layout and Public Relations Services
 Bid No: BC-06-06-19-25
 Opening Date: July 30, 2019 at 2:00 PM

ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the bid specifications:

- The calendar of events has been revised. Section II., C. Schedule of Events, Table 1, has been revised to read as follows:

REVISED Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
May 17, 2019	Release of the RFP
June 7, 2019 - Not later than: 5:00 PM	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Geri Forslund at forslundg@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
July 30, 2019 - Not later than: 2:00 PM	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308
August 12, 2019	Anticipated Posting of Intended Decision
September 24, 2019	Anticipated BOCC Meeting for Award Approval
November 1, 2019	Contract Start Date

- Section IV., C., 4), e., is hereby revised to read:
 - Based upon the blended rate proposed in Attachment B, provide a quote of the costs associated to complete this request, including a detailed breakdown by category/classification of all items utilized in the total cost for this scenario. The total cost proposed for this project shall be utilized to award cost points for this solicitation.
- Attachment A, Price Sheet for Video Production Services and Attachment B, Price Sheet for Strategic Public Relations, Marketing, and Communications Services are hereby deleted in

their entirety and replaced with Revised Attachment A, Price Sheet for Video Production Services and Revised Attachment B, Price Sheet for Strategic Public Relations, Marketing, and Communications Services. All references to Attachment A and Attachment B in the solicitation shall now refer to Revised Attachment A and Revised Attachment B.

4. Questions submitted by vendors are answered in the attachment to this addendum for your consideration.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

A handwritten signature in blue ink that reads "Shelly Kelley". The signature is written in a cursive, flowing style.

Shelly W. Kelley, PMP
Purchasing Director

Answers to Vendor Submitted Questions
RFP# BC-06-06-19-25

Question #1: Whether companies from Outside USA can apply for this? (like, from India or Canada)

Answer: No.

Question #2: Whether we need to come over there for meetings?

Answer: Periodic face-to-face meetings may be required on certain projects. However, most coordination can be performed via teleconferencing.

Question #3: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

Answer: No.

Question #4: Can we submit the proposals via email?

Answer: No. Hard copies must be provided as stated in the solicitation document.

Question #5: Who is the current incumbent or incumbents?

Answer: <u>Video Production</u>	<u>Creative Design & Development</u>	<u>Public Relations</u>
Diane Wilkins Productions	North Public Relations	North Public Relations
North Public Relations	Taproot Creative	Taproot Creative
Trew Media	Vancore Jones	Vancore Jones

Question #6: How long has the incumbent(s) had this contract?

Answer: November 1, 2014.

Question #7: Is the current contract expiring for all three service areas or only one or two?

Answer: All areas.

Question #8: Are you able to provide an annual budget for each of these service areas? If not, can you provide a range for each service area based on the past contract?

Answer: Approximately \$11,000 for PR and Creative Design. Approximately \$19,000 for video production.

Question #9: The RFP does not indicate how to handle/price outside costs relative to a project. For example, photography or illustration for a poster or other graphic design; media buys; talent, etc. Would these costs be passed through to the county? The cost of these items would vary greatly depending on the scope of the assignment. Should we make a baseline assumption?

Answer: Yes, the costs would be passed through to County.

Question #10: Can you provide a sense of volume of the annual video production and graphic design work based on previous years? It is 3-5 videos/year or 15+/year? Same with graphic design.

Answer: Approximately five to seven videos are produced annually with approximate run times of three to five minutes.

Question #11: Can you provide examples of past public relations campaigns?

Answer: Below are two examples of past PR campaigns:

- Leon County Penny Sales Tax Campaign - in 2014, Leon County and the City of Tallahassee engaged in a community-wide public information and education campaign for the one-cent sales tax extension on the ballot. The campaign involved printed collateral, outdoor advertising, news releases, public engagement events, a website, in-theater advertising, and social media. The

campaign did not advocate citizens vote a particular way, but rather the campaign demonstrated what the penny sales tax had built over 20 years.

- Build Your Bucket disaster preparedness event - in 2015, Leon County engaged a public relations firm to launch the first annual Build Your Bucket event at the American Red Cross. The campaign involved promotion and day-of coverage. The event has grown from a bit more than 100 to attendees to thousands.

Question #12: You indicate you will select up to four vendors. Is this for each service area or in total to provide service for all areas listed: video, graphic design and public relations?

Answer: It is the County's intent to select up to four vendors for each service area. Public Relations and Creative Design have been merged into a single service area.

Question #13: Is it ok to provide a blended hourly rate for all PR services rather than by category and classification?

Answer: A blended rate hourly rate may be provided for all PR services.

Question #14: Do we include travel costs in our pricing?

Answer: Yes

Question #15: On the price sheet, they want a CD of music cuts, ½" dubbing, and masters provided on a DVCAM. Is this a current requirement?

Answer: No. Please see revised Attachment A.

Question #16: Do we need to provide an hourly rate for items, or will day rates be acceptable?

Answer: Please provide hourly rates.

Question #17: Who is going to review the proposals?

Answer: An evaluation committee will be established as specified in the solicitation.

Question #18: In Tab 2 "Video Services" examples are requested for "no more then 10 minutes" in length. Would the county prefer a reel to satisfy this request or is there another preferred format?

Answer: Dropbox or any other online file sharing service is preferred.

Question #19: Would the County consider awarding all work to one full-service vendor?

Answer: Yes.

Question #20: What is the current average cost per video production project by format (special events, meetings/seminars, PSA's)?

Answer: Special events- \$1500-2500

Question #21: What vendors are currently contracted for the services solicited in this RFP?

Answer: See answer to question #5.

Question #22: Page 14, item #6: Will all travel be limited to Leon County? If not, what locations and frequency should be assumed to estimate costs for travel?

Answer: Only to Leon County.

Question #23: How will responses to the sample project/scenario be evaluated?

Answer: The sample project/scenario will be reviewed by the evaluation committee and assessments will be reflected in the evaluation criteria categories in Section VI. of the solicitation.

REVISED ATTACHMENT A

Price Sheet for Video Production Services

Item	Description	Unit Price
1	Non-Linear Editing - Online graphics (per hour)	
2	Offline (no graphics) (per hour)	
3	Scriptwriting (per hour)	
4	Teleprompter (per hour)	
5	Videographer (per hour)	
6	Studio w/ 3 camera (per hour)	
7	On Location w/1 broadcast quality camera (per hour)	
8	On Location w/2 broadcast quality camera (per hour)	
9	Professional Voice Over (per hour)	
10	Professional Location Lighting (per hour)	
11	Pre-planning (per hour)	
12	Graphics - CG (per hour)	
13	Talent (per hour) - priced per project	
14	Producer (per hour)	
TOTAL		\$

REVISED ATTACHMENT B
Price Sheet – Strategic Public Relations, Marketing, and Communications Services

1. Blended Hourly Rate

Provide blended hourly rate for personnel anticipated to be utilized under the resultant contract for Strategic Public Relations, Marketing, and Communications Services (including creative design and development). The fees shall include all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, as well as overhead and fringe benefits).

2. Sample Project/Scenario

Provide a total cost and detailed cost proposal for the project/scenario described in Section IV., C., 4), including all items utilized to complete this project.

A. Total Cost: \$ _____

B. Detailed Cost Proposal:

**LEON COUNTY PURCHASING DIVISION
TABULATION SHEET
BC-06-06-19-25**

**Title: RFP for Continuing Supply of Video Production, Creative Design/Layout, and Public Relations Services
Opening Date: Tuesday, July 30, 2019 at 2:00 PM**

Item/Vendor	Vancore Jones	Trew Media	Strategic digital services	
Manual Signature/Proposal Response Cover Sheet	✓	✓	✓	
Addenda #1 & #2	NO	NO	✓	<div style="background-color: yellow; padding: 10px; text-align: center;"> <p>RECEIVED</p> <p>2019 JUL 30 PM 2:01</p> <p>PURCHASING DIVISION LEON COUNTY</p> </div>
Equal Opportunity/Affirmative Action Statement	✓	✓	✓	
Insurance Certification	✓	✓	✓	
Certification Regarding Debarment	✓	✓	✓	
Affidavit Certification Immigration	✓	✓	✓	
Local Vendor Certification	✓	✓	✓	
Non-Collusion Affidavit	✓	✓	✓	
Identical Tie Bids/Drug Free Workplace	✓	✓	✓	
Revised Attachment A	N/A	✓	✓	
Revised Attachment B	✓	N/A	✓	

Tabulated By:

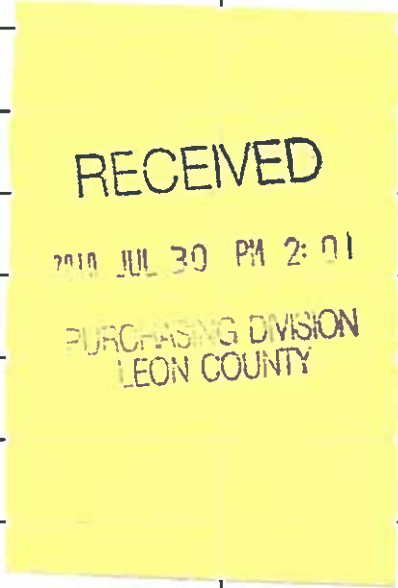
Austin O'Connor

Shelley Kelley

**LEON COUNTY PURCHASING DIVISION
TABULATION SHEET
BC-06-06-19-25**

**Title: RFP for Continuing Supply of Video Production, Creative Design/Layout, and Public Relations Services
Opening Date: Tuesday, July 30, 2019 at 2:00 PM**

Item/Vendor	Moore Communications	Sachs Media group		
Manual Signature/Proposal Response Cover Sheet	✓			
Addenda #1 & #2	✓	✓		
Equal Opportunity/Affirmative Action Statement	✓	✓		
Insurance Certification	✓	✓		
Certification Regarding Debarment	✓	✓		
Affidavit Certification Immigration	✓	✓		
Local Vendor Certification	✓	✓		
Non-Collusion Affidavit	✓	✓		
Identical Tie Bids/Drug Free Workplace	✓	✓		
Revised Attachment A	N/A	N/A		
Revised Attachment B	✓	✓		



Tabulated By:

Austin O'Connor

Shelley Selley

Summary Scoresheet and Ranking

RFP BC-06-06-19-25

Video Production, Creative Design/Layout, and Public Relations Services, CS

Video Production Services

	<i>Evaluator (MC) Score</i>	<i>Evaluator (MC) Rank</i>	<i>Evaluator (KK) Score</i>	<i>Evaluator (KK) Rank</i>	<i>Evaluator (TS) Score</i>	<i>Evaluator (TS) Rank</i>	Raw Score	Average Rank
Strategic Digital Services	93	1	100	1	92	1.5	285	1.17
Trew Media	90	2	95	2	92	1.5	277	1.83

Strategic Public Relations, Marketing, and Communication Services

	<i>Evaluator (MC) Score</i>	<i>Evaluator (MC) Rank</i>	<i>Evaluator (KK) Score</i>	<i>Evaluator (KK) Rank</i>	<i>Evaluator (TS) Score</i>	<i>Evaluator (TS) Rank</i>	Raw Score	Average Rank
Moore Communications	83.39	1	94.39	2	96.39	1	274.16	1.33
Sachs Media	70.53	4	82.53	3	75.53	4	228.58	3.67
Strategic Digital Services	83.00	2	95.00	1	90.00	2	268.00	1.67
Vancore Jones	82.07	3	79.07	4	89.07	3	250.21	3.33

**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Federal Emergency Management Performance Grant Agreement and State Emergency Management Preparedness and Assistance Trust Fund Base Grant Agreement for Fiscal Year 2019-2020

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

Statement of Issue:

This agenda item seeks Board acceptance of State and Federal Emergency Management Grant Agreements for FY 2019-2020.

Fiscal Impact:

This item has a fiscal impact. Two state and federal emergency management grants totaling \$194,710 (\$88,904 and \$105,806) have been awarded to the County for the state fiscal year FY 2019 - FY 2020. These grant funds are contemplated in the FY 2020 Tentative Budget. Both grants require a 100% County match. The matching funds are contemplated in the tentative FY 2020 budget.

Staff Recommendation:

- Option #1: Accept the Emergency Management Performance Grant Agreement in the amount of \$88,904 (Attachment #1), and authorize the County Administrator to execute; and, authorize the County Administrator to execute any future modifications, in a form approved by the County Attorney.
- Option #2: Accept the Emergency Preparedness and Assistance Trust Fund Base Grant Agreement in the amount of \$105,806 (Attachment #2), and authorize the County Administrator to execute; and, authorize the County Administrator to execute any future modifications, in a form approved by the County Attorney.

Report and Discussion

Background:

This agenda item seeks Board acceptance of State and Federal Emergency Management Grant Agreements for FY 2019-2020. Annually, the County receives these two emergency management grants to assist with operating the Emergency Operation Center. The County provided the matching dollars for the grants through the budget process. These grants are now presented to the Board for approval.

The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. §§ 5121 et seq.). Title VI of the *Stafford Act* authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Emergency Management Performance Grant program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.

During the 1993 Legislative Session, the Florida Legislature amended Florida Statutes Chapter 252, the "State Emergency Management Act." As part of this revision, the legislature created the Emergency Management Preparedness and Assistance Trust Fund. Sixty percent (60%) of this trust fund is allocated annually to implement and administer state and County Emergency Management programs. These funds will be accepted on a quarterly reimbursement basis. Leon County has received funding from this Trust Fund since April 1993.

The State of Florida, Division of Emergency Management, as the pass-through entity for this federal funding, has allocated \$88,904 for the Emergency Management Performance Grant to Leon County for FY 2019-2020, beginning July 1, 2019 through June 30, 2020. Grant funding is contemplated in the FY 2020 Tentative Budget. These funds will be accepted on a quarterly reimbursement basis. A 100% County match is required as a condition of this grant. Federal funds provided under this Agreement shall be matched by the County, as the Sub-Recipient, dollar for dollar from non-federal funds. The requirement for matching funds is in the current FY 2019 budget and in the FY 2020 Tentative Budget. The matching funds cover both fiscal years due to the State fiscal year running from July 1 – June 30.

The County also receives direct state funding from the Division of Emergency Management. They have allocated \$105,806 to Leon County as a Base Grant for Emergency Management for Fiscal Year 2019-2020, beginning July 1, 2019 through June 30, 2020. Grant funding is contemplated in the FY 2020 Tentative Budget. A 100% County match is also required as a condition of this grant, and funds are budgeted in the FY 2020 Tentative Budget.

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 as well as satisfactory compliance with grant closeouts as well as 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 and 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. The total County grant leverage ratio is \$5.53 to \$1; excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$15.03 to \$1.

Analysis:

The Federal Emergency Management Performance Grant (EMPG) Agreement is designed to assist the County in facilitating the administration of the County's Emergency Management function. A few requirements of the grant include the following:

- Maintain a County Emergency Operations Center capable of 24-7 operation, 7 days a week
- Maintain a communications capability with the Florida Division of Emergency Management's State Watch Office
- Complete the National Incident Management System basic training curriculum
- Complete the FEMA Professional Development Series training curriculum
- Participate in no less than three exercises within the agreement period
- Complete the National Incident Management System implementation status survey
- Develop a Multi-Year Training and Exercise Plan
- Participate in the Florida Division of Emergency Management's Regional Training and Exercise Planning Workshop

The State Emergency Management Preparedness and Assistance (EMPA) Trust Fund Base Grant Agreement is designed to assist the County in facilitating the administration of the County's Emergency Management function. A few requirements of the grant include the following:

- Employment of a full-time County Emergency Management Director
- Completion of continuing education in preparedness, response, recovery, mitigation, and finance/procurement activities by the County Emergency Management Director
- Participation in the Florida Division of Emergency Management's Current Issues in Emergency Management seminar

Title: Federal Emergency Management Performance Grant Agreement and State Emergency Management Preparedness and Assistance Trust Fund Base Grant Agreement for Fiscal Year 2019-2020

September 17, 2019

Page 4

- Update points of contacts for activation of the Statewide Mutual Aid Agreement
- Maintain a database of critical facilities
- Provide updates for the statewide hurricane shelter space deficit strategy
- Maintain the County disaster logistics strategy

These tasks are supportive of the requirements for a County Emergency Management Agency found in Chapter 252, Florida Statutes.

Options:

1. Accept the Emergency Management Performance Grant Agreement in the amount of \$88,904 (Attachment #1) and authorize the County Administrator to execute; and, authorize the County Administrator to execute any future modifications, in a form approved by the County Attorney.
2. Accept the Emergency Preparedness and Assistance Trust Fund Base Grant Agreement in the amount of \$105,806 (Attachment #2), and authorize the County Administrator to execute; and, authorize the County Administrator to execute any future modifications, in a form approved by the County Attorney.
3. Do not accept the Federal or State Emergency Management Performance Grant Agreements.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. FY 2019-2020 Emergency Management Performance Grant Agreement
2. FY 2019-2020 Emergency Management Preparedness and Assistance Trust Fund Base Grant Agreement

Agreement Number: G0052

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name: Leon County

Sub-Recipient’s unique entity identifier (DUNS): _____

Federal Award Identification Number (FAIN): _____

Federal Award Date: July 01, 2019

Subaward Period of Performance Start and End Date: July 01, 2019 – June 30, 2020

Amount of Federal Funds Obligated by this Agreement: \$88,904.00

Total Amount of Federal Funds Obligated to the Sub-Recipient
by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Sub-Recipient
by the pass-through entity: _____

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.). Title VI of the Stafford Act authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. The FY 2019 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal’s (the Goal’s) associated mission areas and core capabilities. The EMPG program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.

Name of Federal awarding agency: Department of Homeland Security

Name of pass-through entity: Florida Division of Emergency Management

Contact information for the pass-through entity: 2555 Shumard Oak Boulevard Tallahassee, Florida 32399

Catalog of Federal Domestic Assistance (CFDA) Number and Name: 97.042

Whether the award is R&D: N/A

Indirect cost rate for the Federal award: 29.26%

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Leon County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

Jamika Jackson
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4344
Email: Jamika.jackson@em.myflorida.com

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

Tim Barden
301 S. Monroe Street Suite 202
Tallahassee, FL 32301
Telephone: (850)643-2339
Email: bardent@leoncountyfl.gov

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK.

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

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **July 1, 2019** and shall end on **June 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Budget (Attachment A) and Scope of Work (Attachment B) of this Agreement. The maximum reimbursement amount for the entirety of this Agreement is \$465,257.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

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

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

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

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

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

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

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

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

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

(10)RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
 - iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
 - v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
 - e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
 - f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
 - g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to

bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment D).

(13) MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Budget (Attachment A) and Scope of Work (Attachment B) to this Agreement, and reported in Quarterly Reports (Attachment D).

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out

the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

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

(15)DEFAULT.

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

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

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

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

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

(16)REMEDIES.

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

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.
- Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

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

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

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

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

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

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient

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

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
 - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.
- f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:
- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;

- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
 - i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
 - j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
 - k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.
 - l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Proposed Program Budget Detail Worksheet
 - iii. Attachment B – Scope of Work
 - iv. Attachment C – Allowable Costs and Eligible Activities
 - v. Attachment D – Quarterly Reports
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Certification Regarding Debarment
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Statement of Assurances
 - x. Attachment I – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Justification of Advance (Attachment E) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

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

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

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

(22)MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

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

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension,

Ineligibility And Voluntary Exclusion” (Attachment F) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

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

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

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

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

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

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

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

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

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

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

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs

(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

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

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

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

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

(31)BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES.

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

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

SUB-RECIPIENT: LEON COUNTY

By: Vincent S. Long, County Administrator

Name and Title: _____

Date: _____

FID# 59-6000708

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Division Director

Date: _____

EXHIBIT – 1

I. FEDERAL RESOURCES AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

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

II. FEDERAL PROGRAM

Federal agency: Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number): 97.042

Notice of Funding Opportunity Title: Emergency Management Performance Grants

NOFO Number: DHS-19-GPD-042-04-01

Authorizing Authority for Program: Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation Authority for Program: Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6)

Award amount: \$ 88,904.00

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

Federal Program:

List applicable compliance requirements as follows:

1. 2 C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. Chapter 252, Florida Statutes
3. Fiscal Year 2019 Notice of Funding Opportunity

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

**ATTACHMENT A
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2019 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment B).

Prior to execution of this Agreement, the Sub-Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Sub-Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Sub-Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Sub-Recipient’s quarterly report must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

Grant	Recipient Agency	Category	Amount Allocated
FY 2019-2020 Emergency Management Performance Grant	LEON COUNTY	Planning	
		Organization	\$88,904
		Equipment	
		Training	
		Exercise	
		Management & Administration <i>(Up to 5% of total award)</i>	
Total Award			\$88,904.00

FY 2019-2020 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Development of Emergency Plans			
Salaries			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries	1		\$88,904
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$ 88,904
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			

Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC equipment & supplies <i>(provide description of EOC equipment & supplies)</i>			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits – Hiring of contractors or consultants			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs <i>(Up to 5% of total award)</i>	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$88,904.00

REVISION DATE: _____

ATTACHMENT B SCOPE OF WORK

The Emergency Management Performance Grant (EMPG) subgrant agreement authorizes reimbursement for eligible activities as identified in the Fiscal Year 2019 Notice of Funding Opportunity (NOFO). FY2019 allowable costs are divided into the following categories:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and,**
- **Management and Administration.**

Eligible activities are outlined in Allowable Costs and Eligible Activities. The EMPG's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Tasks & Deliverables:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Quarterly deliverables must be uploaded into the Division's SharePoint portal at <https://portal.floridadisaster.org> each quarter as stated in the scope of work. The Sub-Recipient must also provide a certification of completion on the deliverable checklist.

1. **Match.** Throughout the period of performance for this Agreement, the Sub-Recipient shall use non-Federal funds to match dollar for dollar all funds provided under this Agreement.

Deliverables (due each quarter):

- Provide Quarterly Match Form 3A to identify the non-federal match amount;
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or using local funds to satisfy the match requirement. If using EMPA as match no additional supporting documentation is required.

Supporting documentation must include invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

2. **Validating Capabilities - National Incident Management System (NIMS).** All EMPG-funded personnel shall complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored state, local, tribal, territorial, regional or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: <https://training.fema.gov/empp/>. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

In addition to training activities aligned to and addressed in the Training and Exercise Plan (TEP), all EMPG funded personnel must complete the following training requirements and record proof of completion:

NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version), and Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy

Deliverable (due each quarter):

- The FDEM Form 4 - Staffing Detail for all funded EMPG personnel;
- Position descriptions for funded EMPG personnel and any position being used as match;
- Training certificates for funded EMPG personnel listed on the FDEM Form 4 – Staffing Detail. If certificates are uploaded into SERT TRAC, the Grant Manager will request a copy of the transcript from the Training and Exercise Unit (T&E).

NOTE: For quarters 2, 3, and 4, additional course completion documentation is required only if:

- New personnel are listed on the Staffing Detail Form.

3. **Training and Exercises.** The Sub-Recipient shall develop and maintain a Multi-Year Training and Exercise Plan (MYTEP) that identifies a combination of exercises and associated training

requirements that address priorities identified in the TEPW and builds from training gaps identified in the county assessment process.

Training activities must enhance the capabilities of emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, MYTEP developed through an annual Training and Exercise Plan Workshop (TEPW) and should reflect efforts to address training capabilities gaps.

Exercises play a vital role in national preparedness by enabling whole community stakeholders to test and validate plans and capabilities, and identify both capability gaps and areas for improvement. Exercises also test capabilities, familiarize emergency management personnel with roles and responsibilities, and foster meaningful interaction and communication across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

Deliverables:

- Provide the percentage of completed training and exercise activities listed on the current MYTEP **(due each quarter)**;
- Update the County 2021-2023 MYTEP by April 30, 2020 **(due 4th quarter)**;
- Provide sign in sheet or certificate of participation in at least three (3) exercises for funded EMPG personnel during the period of performance **(due 2nd through 4th quarter)**

4. **Inventory Management - Distribution Management Plan.** All EMPG Sub-Recipients must provide an Inventory Management component to the Division's Distribution Management Plan to include the identification of resources including commodities, equipment and supplies in the event of a disaster.

Section 252.35 (2)(g), Florida Statutes, requires the Division to:

- Ascertain the requirements of the state and its political subdivisions for supplies and equipment of all kinds in the event of a disaster; and
- Plan for and either procure supplies, medicines, materials, and equipment or enter into memoranda of agreement or open purchase orders that will ensure their availability.

Completion of this requirement ensures statewide resource requirements are identified.

Deliverable (due 4th quarter):

- Provide an inventory list of resources on the Logistics Distribution Inventory Management form. All fields must be completed, items must be "typed" appropriately, and physical location recorded. The Logistics Distribution Inventory Management form can be located in the Division's SharePoint portal.

ATTACHMENT C ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

I. Categories and Eligible Activities

The 2019 EMPG Funding Guidance allowable costs are divided into the following categories: **planning, organization, equipment, training, exercise, and management and administration.**

Allowable Costs

A. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities.

Some examples include, but not limited to:

- Emergency Operation Plans
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans
- Local Comprehensive Emergency Management Planning

Planning Costs Supporting Documentation: Provide copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports). Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

B. Organization

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible "Organization Cost" items include, but are not limited to:

- Salaries and Fringe Benefits - provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications

- Postage
- Storage
- Other Personnel/Contractual Services
 - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
 - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
 - Central Heat/Air (Need prior EHP approval)
 - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
 - Security Improvements (i.e. Cameras and equipment to operate)
 - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment

The use of FEMA preparedness grants funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

Organization Costs Supporting Documentation: For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports). Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (Form 1B) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to

be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Equipment Acquisition Costs Supporting Documentation: Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the TEP, all EMPG -funded personnel (including full- and part-time state, local, tribal and territorial (SLTT) recipients and subrecipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS Professional Development Series	OR	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		E/L104 Exercise Design
		E/L105 Public Information & Warning

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in

the Multi-Year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

When conducting a training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

[T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:

Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- \$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- \$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- \$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates:

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations:

A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$150 per night.

Training Costs Supporting Documentation: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment and a copy of the agenda, certificates and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's

written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. Exercises

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current, Multi-Year Training and Exercise Plan (MYTEP) developed through an annual Training and Exercise Planning Workshop (TEPW).

Allowable exercise-related costs include:

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division at least twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.

- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

Exercise Costs Supporting Documentation: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment and a copy of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using pre populated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation:

For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports). Costs for M&A activities are allowed up to 5% of the total award amount.

Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

I. Construction and Renovation

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than

12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: <https://www.dol.gov/whd/govcontracts/dbra.htm>

Unallowable Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

II. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review. Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located <https://www.fema.gov/media-preparedness-grants-manual-april-2019-page-19> [library/assets/documents/90195](https://www.fema.gov/media-library/assets/documents/90195), and further EHP guidance can be found at <https://www.fema.gov/media-library/assets/documents/118323>.

Procurement

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

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

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, may result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

**ATTACHMENT D
QUARTERLY REPORTS**

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

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

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports.

- A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies the required tasks and deliverables as outlined in the scope of work and identifies funded EMPG personnel during the agreement period.
- B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.
- C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

D. Programmatic Point of Contact:

Contractual Point of Contact	Programmatic Point of Contact
Jamika Jackson FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4344 Jamika.jackson@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.Lyons@em.myflorida.com

**ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT:

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

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

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

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

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

ATTACHMENT F

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

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

**ATTACHMENT G
WARRANTIES AND REPRESENTATIONS**

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

ATTACHMENT H STATEMENT OF ASSURANCES

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for

inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub-recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**ATTACHMENT I
MANDATORY CONTRACT PROVISIONS**

Provisions:

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

OMB Guidance

Pt. 200, App. II

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

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

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

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

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

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

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

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

Pt. 200, App. III

2 CFR Ch. II (1-1-14 Edition)

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

(K) See §200.322 Procurement of recovered materials.

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

A. GENERAL

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

1. Major Functions of an Institution

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

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

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

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

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

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

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

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

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

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

2. Criteria for Distribution

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

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

Agreement Number: ___A0061___

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and _____ Leon County ____, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by Section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in the Scope of Work (Attachment B). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

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

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

payment.

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

Jamika Jackson

Florida Division of Emergency Management

2555 Shumard Oak Blvd Tallahassee, FL 32399

Telephone: 850-815-4344

Email: jamika.jackson@em.myflorida.com

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

____ Tim Barden ____

____ 301 S. Monroe Street STE 202 ____

____ Tallahassee, FL 32301 ____

Telephone: __ 850-660-5101 ____

Email: _bardent@leoncountyfl.gov

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

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

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

(6) SCOPE OF WORK

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

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2019** upon execution by both parties and shall end on **June 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Budget (Attachment A) and Scope of Work (Attachment B) The maximum reimbursement amount for the entirety of this Agreement is **\$105,806**.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A and Attachment C, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with Section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by Sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to

the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government

auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in Section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient’s fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

- i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com

OR

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

- ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work (Attachment B) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

c. The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in the Quarterly Report (Attachment D).

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Budget (Attachment A) and Scope of Work (Attachment B) to this Agreement and reported in the Quarterly Report (Attachment D).

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall

be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

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

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

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

- ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
 - iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

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

(16) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

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

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

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of

whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Exhibit 2 - EM Director or Part-time Coordinator Certification and Compliance with Rule 27P-19, Florida Administrative Code and Chapter 252, Florida Statutes

Attachment A – Proposed Program Budget Detail Worksheet

Attachment B – Scope of Work

Attachment C – Allowable Cost and Eligible Activities

Attachment D – Quarterly Reports

Attachment E – Response Capabilities

Attachment F – Hurricane Shelter Retrofit

Attachment G – Recovery Capabilities

Attachment H – Certification Regarding Debarment

Attachment I – Justification of Advance Payment

Attachment J – Warranties and Representations

Attachment K – Statement of Assurances

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment (Attachment I). Justification of Advance Payment (Attachment I) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after

the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

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

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

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

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

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

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

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the

basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Vendors and Recipients who have been placed on the State convicted vendor list following a conviction for a public entity crime or on the State discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$35,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list. The Florida Department of Management Services maintains the convicted vendor list at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list, and the discriminatory vendor list at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/discriminatory_vendor_list.

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

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency as indicated by <https://www.sam.gov/>;

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

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

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

IN ADDITION, THE RECIPIENT SHALL SEND TO THE DIVISION (BY EMAIL OR BY FACSIMILE TRANSMISSION) THE COMPLETED "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION" (ATTACHMENT H) FOR EACH

INTENDED SUBCONTRACTOR THAT RECIPIENT PLANS TO FUND UNDER THIS AGREEMENT. THE FORM MUST BE RECEIVED BY THE DIVISION BEFORE THE RECIPIENT ENTERS INTO A CONTRACT WITH ANY SUBCONTRACTOR.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

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

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

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to

the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

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

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

(23) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

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

(24) LEGAL AUTHORIZATION.

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

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment K.

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

RECIPIENT:

_____ Leon County _____

By: _____

Name and Title: Vincent S. Long, County Administrator

Date: _____

FID# 59-6000708 _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Division Director

Date: _____

**EXHIBIT 1
FUNDING SOURCES**

I. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES, FLORIDA SINGLE AUDIT ACT

NOTE: IF THE RESOURCES AWARDED TO THE RECIPIENT REPRESENT MORE THAN ONE STATE PROJECT, PROVIDE THE SAME INFORMATION SHOWN BELOW FOR EACH STATE PROJECT AND SHOW TOTAL STATE FINANCIAL ASSISTANCE AWARDED THAT IS SUBJECT TO SECTION 215.97, FLORIDA STATUTES.

II. STATE PROJECT:

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Preparedness and Assistance Grant

Catalog of State Financial Assistance number: 31.063

Amount: \$105,806

III. COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

List applicable compliance requirements as follows:

1. Rule 27P-19, Florida Administrative Code
2. Section 215.97, Section 215.971, Section 252.371-373, Florida Statutes, etc.
3. Reference Guide for State Expenditures
4. 2 C.F.R. Part 200

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

EXHIBIT 2
EM DIRECTOR OR PART-TIME COORDINATOR CERTIFICATION & COMPLIANCE WITH
RULE 27P-19, FLORIDA ADMINISTRATIVE CODE and CHAPTER 252, FLORIDA STATUTES

In accordance with the 2019-2020 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2019 and shall end on June 30, 2020, and to remain consistent with Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator, in their efforts to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations.

Pursuant to Rule 27P-19.004, Florida Administrative Code, if the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

I, Vincent S. Long (Name) certify compliance with the aforementioned requirements for the 2019-2020 Emergency Management Preparedness and Assistance grant program.

Leon County (Recipient) has employed a EM Director
(EM Director or an EM Coordinator) pursuant to Section 252.38(3)(b), Florida Statutes.

I, Vincent S. Long also certify that I am the official representative for

Leon County (Recipient) and have authority to bind Leon County
(Recipient) to this certification of compliance.

Signed by: _____

Printed Name: Vincent S. Long

Title: County Administrator

Date: _____

Phone/Email: _____

**ATTACHMENT A
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

The Recipient shall use the Emergency Management Preparedness and Assistance (“EMPA”) Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment B).

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment B).

Prior to execution of this Agreement, the Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Recipient’s quarterly reports must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

Grant	Recipient Agency	Category	Amount Allocated
FY 2019-2020 Emergency Management Preparedness and Assistance Grant	LEON COUNTY	Planning	
		Operational	\$105,806
		Equipment	
		Training	
		Exercise	
		Management & Administration	
Total Award			\$105,806

FY 2019-2020 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Development of Emergency Plans			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Operational Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits	1	\$105,806	\$105,806
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
EM Fuel			
Memberships			
Publications			
Postage			
Storage			
TOTAL OPERATIONAL EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			

CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC equipment & supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits – Hiring of contractors or consultants			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$105,806

REVISION DATE: _____

ATTACHMENT B SCOPE OF WORK

BACKGROUND:

Emergency management is the organization and management of the resources and responsibilities for dealing with all humanitarian aspects of emergencies (preparedness, response, mitigation, and recovery). The aim is to reduce the harmful effects of all hazards, including disasters.

The purpose of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes. EMPA shall be awarded to a county for the use and benefit of the County Emergency Management Agency. Funds shall be allocated to implement and administer county emergency management programs including management and administration.

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

TASKS:

Throughout the period of this Agreement, the Recipient must administer an all-hazard, county emergency management agency that includes preparedness, mitigation, response, and recovery components and capabilities.

Task One: Certification of County Emergency Management Staff

Each County Emergency Management Agency must annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with subsections 27P-19.005(4) and (5), F.A.C.

Pursuant to Section 252.38(1)(c), F.S., the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director

Task Two - Local Budget Match

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds “at the amount either equal to the average of the previous three years’ level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower.”

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: “County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the “level of county funding of the County Emergency Management Agency.’ ”

For Task 2, the person who executes the certification must possess the legal authority to bind the Recipient.

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if “exceptional financial circumstances” exist, then the Recipient may request from the Division a match reduction:

If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county’s chief elected officer and the certification of reduction in county budget funding shall be signed by the county’s chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. **All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.**

Task Three: Response Capabilities

Throughout the period of this Agreement, the Recipient must maintain current county emergency management and other contacts through the Division's SharePoint portal including County Director and Alternate contacts, State Mutual Aid Agreement contacts, and many more;

The Recipient must maintain SharePoint site identification data including location and attribute information for fire rescue, law enforcement, public safety, and emergency service stations;

The Recipient must maintain WebEOC site identification location and attribute information of all pre-identified County Staging Areas (CSAs) and Points of Distribution (PODs), and;

The Recipient must upload hurricane shelter retrofit information in the Division's SharePoint portal in accordance with Florida's statewide hurricane shelter space deficit elimination program.

Task Four – Recovery Capabilities

Throughout the period of this Agreement, the Recipient must maintain potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC which identifies physical location, contact persons, site characteristics, interior, office characteristics, phone service, and sketches.

QUARTERLY DELIVERABLES:

Quarterly deliverables must be uploaded into the Division's SharePoint portal and/or WebEOC each quarter as stated in the scope of work. The Recipient must also provide a certification of completion on the deliverable checklist.

NOTE: If there are no updates, duplicate information is not required throughout the period of performance and is not required to be uploaded into the Division's SharePoint portal. Please just notate such in the notes section on the Deliverables Checklist in SharePoint.

QUARTER 1: JULY 1, 2019 – SEPTEMBER 30, 2019

In order to demonstrate successful completion of all required tasks for Quarter 1, the Recipient must submit the following items in the Division's SharePoint portal and/or WebEOC:

Task 1

- The FDEM Exhibit 2, certification letter for the full-time Emergency Management Director or part-time Coordinator, in accordance with Rule 27P-19.004, Florida Administrative Code;
- The FDEM Form 4 – Staffing Detail and position descriptions for funded emergency management staff, including an identification for which employees are responsible for Preparedness, Response, Recovery, Mitigation, and Finance;
- A quarterly report as outlined in Quarterly Reports (Attachment D);
- The full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs;
- Training certificates for all employees of the County Emergency Management Agency for any G/IS, FEMA or Division courses that pertain to Preparedness, Response, Recovery, Mitigation and Finance (if uploaded into SERT TRAC, the Division's Grant Manager will request a copy of the transcript);

Task 2

- The FDEM Form 3 - Local Budget Match Requirement;
- A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved;

Task 3

- Support of Response capabilities (Attachment E), including contact information for emergency management agency and other contacts, County Director and alternate contacts, State Mutual Aid Agreement contacts and others;
- Site Data including location and attribute information for all fire rescue, law enforcement, public safety, and emergency service stations;
- Site Data including location and attribute information for all pre-identified sites for the County Staging Areas (CSAs) and Points of Distribution (PODs);
- Updates applicable to Hurricane Shelter Retrofit (Attachment F) in accordance with Florida's statewide hurricane shelter space deficit elimination program;

Task 4

- Support of Recovery capabilities (Attachment G), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

QUARTER 2: OCTOBER 1, 2019 – DECEMBER 31, 2019

In order to demonstrate successful completion of the required tasks for Quarter 2, the Recipient must submit the following items in the Division's SharePoint portal and/or WebEOC:

Task 1

- Any updates to the FDEM Form 4 – Staffing Detail and position descriptions for funded emergency management staff, including an identification for which employees are responsible for Preparedness, Response, Recovery, Mitigation, and Finance;
- A Quarterly Report as outlined in Quarterly Reports (Attachment D);
- The full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs;
- Any new certificates obtained by employees of the County Emergency Management Agency for any G/IS, FEMA or Division courses that pertain to Preparedness, Response, Recovery, Mitigation and Finance (if uploaded into SERT TRAC, the Division's Grant Manager will request a copy of the transcript);

Task 2

- Any updates to the FDEM Form 3 - Local Budget Match Requirement; and
- Any updates to the current and accurate County Emergency Management Local Budget (General Revenue) including budget approval date;

Task 3

- Updates to support of Response capabilities (Attachment E), including contact information for emergency management agency and other contacts, County Director and alternate contacts, State Mutual Aid Agreement contacts and others;
- Updates for Site Data including location and attribute information for all fire rescue, law enforcement, public safety, and emergency service stations;
- Updates for Site Data including location and attribute information for all pre-identified sites for the County Staging Areas (CSAs) and Points of Distribution (PODs);
- Updates applicable to the Hurricane Shelter Retrofit (Attachment F) in accordance with Florida's statewide hurricane shelter space deficit elimination program;

Task 4

- Updates to support Recovery capabilities (Attachment G), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

QUARTER 3: JANUARY 1, 2020 – MARCH 31, 2020

In order to demonstrate successful completion of the required tasks for Quarter 3, the Recipient must submit the following items in the Division's SharePoint portal and/or WebEOC:

Task 1

- Updates to the FDEM Form 4 – Staffing Detail and position descriptions for funded emergency management staff, including an identification for which employees are responsible for Preparedness, Response, Recovery, Mitigation, and Finance;
- A quarterly report as outlined in Quarterly Reports (Attachment D);
- The full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs;
- Any new certificates obtained by employees of the County Emergency Management Agency for any G/IS, FEMA or Division courses that pertain to Preparedness, Response, Recovery, Mitigation and Finance (if uploaded into SERT TRAC, the Division's Grant Manager will request a copy of the transcript);

Task 2

- Any updates to the FDEM Form 3- Local Budget Match Requirement; and
- Any updates to the current and accurate County Emergency Management Local Budget (General Revenue) including budget approval date;

Task 3

- Updates to the support of Response capabilities (Attachment E), including contact information for emergency management agency and other contacts, County Director and alternate contacts, State Mutual Aid Agreement contacts and others;
- Updates to Site Data including location and attribute information for all fire rescue, law enforcement, public safety, and emergency service stations;
- Updates to Site Data including location and attribute information for all pre-identified sites for the County Staging Areas (CSAs) and Points of Distribution (PODs);
- Complete Hurricane Shelter Retrofit (Attachment F) requirements in accordance with Florida's statewide hurricane shelter space deficit elimination program;

Task 4

- Updates to support Recovery capabilities (Attachment G), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

QUARTER 4: APRIL 1, 2020 – JUNE 30, 2020

In order to demonstrate successful completion of the required tasks for Quarter 4, the Recipient must submit the following items in the Division's SharePoint portal and/or WebEOC:

Task 1

- Any new certificates obtained by employees of the County Emergency Management Agency for any G/IS, FEMA or Division courses that pertain to Preparedness, Response, Recovery, Mitigation and Finance (if uploaded into SERT TRAC, the Division's Grant Manager will request a copy of the transcript);
- A Quarterly report as outlined in Quarterly Reports (Attachment D);
- The full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs;

Task 2

- Any updates to the FDEM Form 3 - Local Budget Match Requirement;
- Any updates to the current and accurate County Emergency Management Local Budget (General Revenue) including budget approval date;

Task 3

- Updates to the support of Response capabilities (Attachment E), including contact information for emergency management agency and other contacts, County Director and alternate contacts, State Mutual Aid Agreement contacts and others;
- Updates to Site Data including location and attribute information for all fire rescue, law enforcement, public safety, and emergency service stations;
- Updates to Site Data including location and attribute information for all pre-identified sites for the County Staging Areas (CSAs) and Points of Distribution (PODs).

Task 4

- Updates to support Recovery capabilities (Attachment G), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC

ATTACHMENT C ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

Rule 27P-19, Florida Administrative Code:

Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses:

In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient;
- Operates within a unique geography;
- Faces unique threats and hazards; and,
- Serves a unique population.

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance:

In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

Planning:

Planning spans all five National Preparedness Goal mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Some examples of authorized planning activities include, but not limited to:

- Emergency Operations Plans;
- Communications Plans;
- Whole Community Engagement/Planning;
- Resource Management Planning;
- Evacuation Planning,
- Recovery Planning,
- Local Comprehensive Emergency Management Plan (CEMP), and
- Mitigation Planning

In order for planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division's Natural Hazard Planning Manager must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following to the Division:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and sign-up sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities.

Operational:

EMPA Program funds may be used for all day-to-day activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, overtime and backfill, compensatory time off, and associated fringe benefits.

Rules 27P-19.004 and 27P-19.0061, F.A.C., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Personnel costs 27P-11.004, 27P-11.0061:

Counties with populations of 75,000 or more must have a full-time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full-time director. However, as a minimum, such a county must have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

Eligible "Operational" items include, but are not limited to:

- Salary and Fringe Benefits (include FDEM Form 6 -Time and Effort with employee & supervisor signatures – focus is on proof of hours **actually** worked)
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- EM Fuel
- Memberships
- Publications
- Postage
- Storage
- Other Personnel/Contractual Services

- Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services. Position descriptions are required.
- Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes shall also be supplied when requesting pre-approval. These requests shall be sent to the Grant Manager for the Division for review.

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants, position descriptions, and proof employee was paid.
- FDEM Form 6 -Time and Effort for full or part-time staff or contractors/consultants with employee and supervisor signatures.
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statements) for any expenditures in support of operational costs.

Equipment:

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant (“EMPG”) Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Of note, AEL 21GN-00-OCEQ (Equipment and Supplies, Information/Emergency Operations/Fusion Centers) provides authorization for the purchase of equipment and supplies that are necessary to establish and maintain an Emergency Operations Center.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA’s preparedness grant programs and can be located at <https://www.fema.gov/authorized-equipment-list>.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients must analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.

For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

If the recipient seeks reimbursement for equipment activities, then the following must be submitted:

- All invoices;
- The AEL # for each purchase;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement, bank statement); and,
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results).

Training:

Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course sign-in sheet. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- In order to receive payment for successfully conducting a workshop the recipient must provide the Division with workshop sign-in sheets and materials used for workshop. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such

services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.
- **Certification/Recertification of Instructors.** Costs associated with the certification and recertification of instructors are allowed. Counties are encouraged to follow the State/FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses involving the training of trainers.

Conferences:

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement. In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A copy of the internal travel voucher or a statement that no travel costs were incurred, if applicable. Also, a statement on the voucher explaining how attendance at a conference directly relates to the Recipient's job duties;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See Section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:

Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- \$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- \$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- \$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates:

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of Section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations:

A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$150 per night.

If the recipient seeks reimbursement for training activities, then the following shall be submitted:

- Training certificates or Sign-in sheets, either with all participant's signatures or pre-populated with lead instructor signature and date;
- Receipts and proof of payment (e.g. cancelled check, electronic funds transfer confirmation, credit card statement, bank statement) for any expenditures in support of the training (e.g. printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment);
- Invoices and proof of payment for Travel costs (e.g., internal travel form, airfare, mileage, per diem, hotel) related to training/conference activities and;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results), if applicable, and;
- Provide copy of current procurement, employment, and travel policies.

Exercises:

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Multi-Year Training and Exercise Plan (MYTEP) for the core capabilities needed to address its greatest risks.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division at least twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the Division's SharePoint portal at: <https://portal.floridadisaster.org> an After Action Report (AAR) that includes the following:

- An Improvement Plan; and,
- A roster of participants.

Management and Administration:

Allowable management and administration costs includes:

- **Hiring of Contractors or Consultants.** Contractors or Consultants to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements.

If the recipient seeks reimbursement for management and administration activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for contractors or consultants, and proof consultant was paid;
- FDEM Form 6 -Time and Effort with employee & supervisor signatures for contractors or consultants;
- Contractual service agreement, if applicable;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

Up to 5% of the total award amount may reimbursed for management and administration activities.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund “may not be used to supplant existing funding.” Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: “Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.”

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient’s control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

ATTACHMENT D QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

Reporting Period	Report due to FDEM no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

- The Recipient must provide the Division with supporting documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.
- The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.
- In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2019**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.
- In a format provided by the Division, Form 4 - Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2019** or along with 1st quarter reimbursement submission, whichever occurs first.
- The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2020**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

Programmatic Point of Contact:

Contractual Point of Contact	Programmatic Point of Contact
Jamika Jackson FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4344 jamika.jackson@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.Lyons@em.myflorida.com

ATTACHMENT E RESPONSE CAPABILITIES

Contacts - The Recipient shall maintain current county emergency management and other contacts through the Division's SharePoint portal available at <https://portal.floridadisaster.org>.

From the Portal main page, click "County Links", then pulldown and select "Update County Contacts."

This information includes:

- County Director and Alternate contacts
- State Mutual Aid Agreement contacts
- Logistics contacts
- and many more....

SharePoint Site Identification - The Recipient shall upload current Site Data to the Division's SharePoint portal available at <https://portal.floridadisaster.org>. SharePoint site Identification data includes:

- Through SharePoint - location and attribute information of all –
 - fire rescue
 - law enforcement
 - public safety
 - emergency service stations

Attribute information shall include at a minimum: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

NOTES:

For Site Identification data uploaded through SharePoint –

To facilitate emergency sites review, FDEM GIS will annually upload a spreadsheet extracted from the critical facility inventory. This spreadsheet is intended to assist counties without GIS resources. Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.

Counties with GIS resources may, instead of reviewing this spreadsheet –

- Upload zipped shapefiles or geodatabases extracted from a county GIS system,
- Upload a zipped geodatabase of Essential Facilities created using HAZUS Comprehensive Data Management System (<https://www.fema.gov/comprehensive-data-management-system>)
- Provide URL to a GIS data download website maintained by the county

If counties have no changes to SharePoint since the last agreement period, a statement of "no change" shall be submitted via the SharePoint portal.

WebEOC Site Identification - The Recipient shall upload current Site Data to WebEOC available at <https://eoc.floridadisaster.org>. WebEOC site Identification data includes:

- Through WebEOC - location and attribute information of all pre-identified --
 - County Staging Areas (CSAs)
 - Points of Distribution (PODs)

Attribute information shall include at a minimum: Site Name, Site Type, Site Address, Full Address with Latitude/Longitude in decimal degrees, Primary Contact (name, e-mail and phone) Secondary Contact (name, e-mail and phone).

The following Site Information is upload information is optional:

- Picture attachment of Site.
- Comments regarding access, transportation routes or any planning information.

SITE SUGGESTIONS:

County Staging Areas (CSAs)

- Sites should be located adjacent to a major highway and have the ability to establish safe one-way traffic through the compound and reasonably secured. County Staging Areas must also be located in a region that can support countywide relief operations.
- For coastal counties, sites should not be located in a "Zone A" Evacuation Zone where possible, exceptions can be made.

Point of Distribution (PODs)

- PODs should not be nearby a business that has water and food for sale.
- Counties should focus on placing PODS in outlying areas where these types of stores are not located in-order to insure that resources are available in those areas.
- For coastal counties, sites should not be located in a "Zone A" Evacuation Zone where possible, exceptions can be made.

ATTACHMENT F HURRICANE SHELTER RETROFIT

Hurricane Shelter Retrofit - In accordance with Florida's statewide hurricane shelter space deficit elimination program, the Recipient must upload items A- E in the Division's SharePoint portal by the end of the 3rd Quarter at: <https://portal.floridadisaster.org>. The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet shall be available on SharePoint for reference.

- A. Hurricane shelter deficit reduction information.
 1. Submit a list of newly constructed "as-is", retrofit, or Enhanced Hurricane Protection Areas (EHPA) facilities. If none, enter "none".
 2. Submit any corrections needed on the Shelter Inventory Spreadsheet. If none, enter "no corrections needed, the information is correct".
- B. Current or newly completed hurricane shelter retrofit projects.
 1. List all hurricane shelter retrofit projects completed in the previous fiscal year regardless of funding source(s). If none, enter "none".
 2. List potential hurricane shelter retrofit projects. Listing projects is the first step for grant eligibility. If none, enter "none".
- C. Update Special Needs Shelters' (SpNS) power systems.
 1. Respond yes or no to this statement:
All designated SpNS have a standby power system or the capability for a temporary power system with adequate size to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment.
 2. If no, upload a strategy so that all designated SpNS shall have a standby power capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a temporary electric generator with adequate capacity to support the standby power system requirements is available and locally sourced.
- D. Update SpNS client space capacity.
 1. Respond yes or no to this statement:
The county has designated sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (published January 31, 2018).
 2. If no, upload a strategy to achieve sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (January 31, 2018).
- E. Upload a brief report on results of this year's coordination with school boards, community colleges and universities (as applicable). The most recent published Statewide Emergency Shelter Plan provides guidance for implementation of the criteria. The Report to the Division shall discuss, at an executive level, the results of the meeting(s) including:
 1. List of planned facilities/buildings (e.g., initial name/title of the project (such as, High School AAA), location and estimate of shelter space floor area or spaces) that the educational agency shall design and/or build in the coming **two (2) years**; and **five (5) years**.
 2. List of facilities/buildings that shall be designed and constructed as EHPA, include anticipated hurricane shelter spaces, if known.
 3. List of facilities/buildings for which an exemption from EHPA shall be requested, and anticipated statute or code-based cause(s) for such exemption(s).
 4. List of facilities/buildings where future retrofitting may be practical to create shelter space.
 5. Update the status of EHPA or new construction projects from previous reports to the Division
 6. Upload a copy of the participant sign-in sheet with agency affiliation shown, and a copy of any meeting minutes (or similar documentation).

ATTACHMENT G RECOVERY CAPABILITIES

The following recommendations should be considered when identifying potential Disaster Recovery Center (DRC) locations:

A. Locations must be large enough for the needs of the situation (number of agencies and clients anticipated in the DRC). This may vary from a location identified as small as 1500 square feet for a small DRC to more than 5000 square feet for a large DRC. It is good to identify a variety of possible locations of different sizes within the county. The size of a DRC will vary dependent upon the number of anticipated applicants to be served within the community.

DRC Size Chart	
Small:	1500-3499 sq. ft.
Medium:	3500-4999 sq. ft.
Large:	5000 sq. ft-Above

B. Consider locations that don't require a fee to use the facility and FEMA generally only pays for utilities or phone line installation. If a written agreement is made prior to occupancy, then FEMA will take responsibility for the utilities or other payments to a facility.

C. Facilities should have heat, electricity, good lighting, potable water, rest rooms, and adequate parking.

D. All locations should be compliant with the Americans with Disabilities Act of 1990, to ensure access to all individuals, including individuals with disabilities and others with access and functional needs.

E. Appropriate emergency fire & medical support should be quickly available to the location.

F. Preferably when a DRC is established, the first 7 days should be without interruption from prior commitments (e.g. basketball games, weddings, parties, meetings, etc.). It is also important to understand that a DRC may need to remain operational for a minimum up to 30 days or longer.

G. The location's owner must be willing to allow FEMA to install telephone lines and/or internet service if necessary.

H. Facilities should be available from 7:30am-7:00pm daily, Monday through Saturday, and possibly on Sundays and holidays.

ADDITIONAL CONSIDERATIONS

1. When possible, DRC facilities should be centrally located in a community to minimize travel time. Consideration must be given to the most vulnerable population. Where applicable DRCs should be established on a public transportation route.
The public should generally be familiar with the location
Custodial support should be available at the facility
2. If necessary, the parking lot should be able to temporarily accommodate a Mobile Communication Office Vehicle (MCOV) (60'long x 20'wide) with an unobstructed view of the south-western sky for satellite connectivity.
3. Does the occupancy of the facility have any Environmental Planning and Historic Preservation (EPH) considerations that need to be addressed? (e.g. special flood hazard area, Historical site, etc.)

Disaster Recovery Center Basic Requirements

Physical Location

Name: _____
Physical Address (no PO Box): _____

City: _____ County: _____ State: _____ Zip: _____
GPS: LAT _____ LONG _____
Directions/Landmarks: _____

Contact Persons (POC):

Facility point of contact: Name _____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____
After hours POC: Name _____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____
Alternative POC: Name _____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

County Emergency Management Director: Name _____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Site Characteristics

Date available: Begin: _____ End: _____ Lease required: Y N Cost \$ _____
Space available: _____ sq. ft. Hours of use: _____ Keys: _____
DRC use parking spaces: _____ ADA parking spaces: _____ Total: _____
Parking lot lights: Y N Outside building lights: Y N
ADA accessibility: _____
Exterior notes: _____
Response time: Police: _____ Fire: _____
Nearest hospital: Name _____ Phone: _____

Address: _____
Distance: _____ Time: _____
Local crime summary: _____

Local hazards summary: _____

Interior

Rooms: ___ Room size: Room A ___ x ___ Room B ___ x ___ Room C ___ x ___
Bathrooms: ___ ADA compliant: Y N
Are doors secure: Y N Comment: _____
Are windows secure: Y N Comment: _____
Emergency lighting functional: Y N Exit lighting functional: Y N
Fire sprinkler system functional: Y N # fire extinguishers: _____
Water system: Y N City/County system: Y N Approved for drinking: Y N
Air conditioning: Y N Fans: Y N Adequate ventilation: Y N
Electrical power to support computer and office equipment demand: Y N
Can inside re-wiring be accomplished easily and safely? Y N
Is building interior in good shape (check for water leaks & visible hazards)? Y N

Office Characteristics

Internet access: Y N Wi-Fi: Y N # Fax: ___ # Toner cartridges: ___
Flatbed tabletop copier: Y N Copy paper ___ boxes # Toner cartridges: ___
High speed printer: Y N # Toner cartridges: ___ Shredder: Y N
Trash cans: ___ Janitorial & trash pickup available? Y N
Tables: ___ # office chairs: ___ # folding chairs: ___ Bathroom access: Y N
Paper towels: ___ # toilet paper: ___ # paper cups: ___ # ext. cords: _____
Comment: _____

Phones

FEMA cell phone signal? Y N Strength: _____ Air Card? Y N Strength: _____
Do phone lines already exist for DRC use? Y N How many? _____
What is maximum phone line capacity: DSL: ___ POTS: ___ Switchboard: Y N
Phone service point in building: _____
Phone service provider: _____ Contact number: _____
Phone number connected to DRC location (for tel/com reference): _____
Comments: _____

Sketches

Draw location sketches: (1) Exterior: building, ADA parking & ramps, DRC, parking (2)
Interior: building, rooms w/dimensions, location of outlets and telephone equipment

Note: Above checklist compiled from various sources including:

**ATTACHMENT I
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT:

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

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

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

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

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

ATTACHMENT J WARRANTIES AND REPRESENTATIONS

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

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

Business Hours

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

Licensing and Permitting

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

ATTACHMENT K STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and

Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub-recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.



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

Statement of Issue:

This item seeks Board approval to utilize a portion of the primary health care and mental health funds as the required grant match to access an additional \$1,356,606 in Low Income Pool (LIP) funding from the Florida Agency for Health Care Administration to provide primary and mental health care services for indigent and uninsured Leon County residents.

Fiscal Impact:

This item has a fiscal impact. Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), and Apalachee Center (Apalachee) requested the County's support of a \$493,380 match in order to leverage an estimated \$1,356,606 in Low Income Pool (LIP) funds from the State of Florida Agency for Health Care Administration. Funding is available in the Human Services & Community Partnerships FY 2020 Budget for the required local match.

Staff Recommendation:

Option #1: Approve the Letters of Agreement with the Agency for Health Care Administration for Low Income Pool funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc. (Attachments #1, #2, and #3) and authorize the County Administrator to execute the agreements and questionnaire (Attachment #4).

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.

September 17, 2019

Page 2

Report and Discussion

Background:

The Letters of Agreement with the State of Florida Agency for Health Care Administration (AHCA) for the local match of Low Income Pool (LIP) funds are essential to the following FY 2017-FY 2021 Strategic Initiative:

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

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

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

In June 2019, Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), and Apalachee Center (Apalachee), respectively, requested continued support and commitment from the County for local match funding in order to access the Low Income Pool (LIP) funds from AHCA. Subsequent to the requests, AHCA, which administers the LIP funds, sent letters of agreement to the County for the required local match funding also known as intergovernmental transfers. This item seeks the Board approval to support the funding match request.

In Florida, the LIP Program provides federal funds to health care safety net providers for the costs of care to uninsured patients. Historically, these funds have been available to hospitals, rural health clinics, and federally qualified health centers (FQHCs) like Bond and NMC. Last year, AHCA received authorization from the U.S. Center for Medicare and Medicaid Services to provide LIP funding for behavioral health services. As a result, Apalachee received LIP funding for the first time.

The County has consistently supported requests for support and financial commitment from the health care partners to facilitate access to LIP funds. During FY 2019, the County set aside a total of \$597,942 as the required local match for Bond, NMC, and Apalachee to leverage an additional \$1,042,604 in federal funds.

Analysis:

As reflected in Table 1, Bond, NMC, and Apalachee are each eligible for Florida's FY 2020 LIP funds and would require a collective local match totaling \$493,380 in order to leverage an estimated additional \$1,356,606. ACHA determines the amount of funds available for each agency.

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.

September 17, 2019

Page 3

Table 1. FY 2020 LIP Funding

HealthCare Provider	AHCA LIP Funds	County Match	Total Funds Available for HealthCare Services
Bond Community Health Center	\$294,315	\$137,218	\$431,533
Neighborhood Medical Center	\$402,026	\$187,436	\$589,462
Apalachee Center, Inc.	\$660,265	\$168,726	\$828,991
Total	\$1,356,606	\$493,380	\$1,849,986

Each health care provider would receive their respective total allocation (local match and the LIP funds) from AHCA following the execution of the Letters of Agreement and transfer of the required County match funds to AHCA.

Previously, in FY 2019 the Board set aside funds allocated to the County’s Primary Health Care Program’s Competitive Provider Reimbursement Pool (Health Care Pool) as the local match funds for Bond and NMC, a total of \$339,580, to leverage an additional \$382,604 in LIP funds. Upon adoption of the FY 2020 budget, the Health Care Pool would be used for the FY 2020 Bond and NMC required primary health care local match, a total of \$324,654, to leverage an additional \$696,341 in LIP funds. The FY 2020 funds available for primary health care services total \$1,020,955, an increase of approximately 41% over FY 2019’s total of \$722,184.

The County contracts annually with Bond and NMC to provide primary care services to uninsured and indigent residents. In accordance with the Agreement, each provider is reimbursed at a rate of \$125 for each primary care patient visit. The FY 2020 Agreements with Bond and NMC, will stipulate that the funding provided as the LIP match, will be treated as advanced funding from the primary health care pool funds. Bond and NMC will not be eligible to access additional funding from the health care pool for primary care services until all advanced funds have been expended and supporting documentation provided to the County.

As previously mentioned, last year AHCA received authorization from the U.S. Center for Medicare and Medicaid Services to utilize LIP funding for behavioral health which allowed Apalachee to receive funding for the first time. The County contracts with Apalachee to provide alcohol and drug detoxification and crisis stabilization in compliance with the Baker Act and Marchman Act. Upon adoption of the FY 2020 budget, funds allocated for Baker Act and Marchman Act services will be used as the local match for Apalachee to access the LIP funds. The tentative FY 2020 budget for the Baker Act and Marchman Act services totals \$638,156. The FY 2020 Agreement with Apalachee will stipulate that the County’s local match, \$168,726, will be treated as advanced funding from the Baker and Marchman allocation. Apalachee will not be eligible to receive Baker and Marchman monthly payments until all advanced funds have been expended and supporting documentation provided to the County.

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.

September 17, 2019

Page 4

The FY 2020 contracts with Bond, NMC, Apalachee and the other partner health care providers will be presented at the Board's October meeting which would include the LIP matching requirements. AHCA requires formal Letters of Agreement with Bond, NMC, and Apalachee (Attachments #1, #2, and #3 respectively) be approved and submitted by October 1, 2019. This year AHCA also requires local governments to complete and submit a certified questionnaire with each letter of agreement (Attachment #4). According to AHCA, the purpose of the questionnaire is to collect information on the source of funding that local governments utilize to provide matching dollars for the LIP program.

The County's matching funds must be transferred to AHCA by October 31, 2019. Subsequent to these actions, AHCA will transfer the matching funds along with the LIP funds to the three health care providers.

Options:

1. Approve the Letters of Agreements with the Agency for Health Care Administration for Low Income Pool funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc. (Attachments #1, #2, and #3) and authorize the County Administrator to execute the agreements and questionnaire (Attachment #4).
2. Do not approve the Letters of Agreements with the Agency for Health Care Administration for Low Income Pool funding.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. FY 2020 Bond Community Health Center Low Income Pool Letter of Agreement
2. FY 2020 Neighborhood Medical Center Low Income Pool Letter of Agreement
3. FY 2020 Apalachee Center Low Income Pool Letter of Agreement
4. Intergovernmental Transfers Questionnaire

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2019, by and between Leon County on behalf of Bond Community Health Clinic and the State of Florida, **Agency for Health Care Administration** (the "**Agency**"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Charity care" or "uncompensated charity care" means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children's Health Insurance Program (CHIP) shortfall. The state and providers that are participating in Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be considered a bona fide donation pursuant to 42 CFR § 433.54.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2019-2020, passed by the 2019 Florida Legislature, the Leon County and the Agency agree that the Leon County will remit IGT funds to the Agency in an amount not to exceed the total of **\$137,218**.
 - a. The Leon County and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the Leon County and the State of Florida at large.
 - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:

- i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.
2. The Leon County will return the signed LOA to the Agency no later than October 1, 2019.
3. The Leon County will pay IGT funds to the Agency in an amount not to exceed the total of **\$137,218**. The Leon County will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2019 through June 2020 are due to the Agency no later than October 31, 2019 unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the Leon County when payment is due.
4. The Leon County and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
 - a. Audits and Records
 - i. The Leon County agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LO A in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
 - ii. The Leon County agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
 - iii. The Leon County agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The Leon County agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
 - ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- c. Monitoring
- i. The Leon County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the Leon County which are relevant to this LOA.
- d. Assignment and Subcontracts
- i. The Leon County agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
5. This LOA may only be amended upon written agreement signed by both parties. The Leon County and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
6. The Leon County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The Leon County agrees the following provision shall be included in any agreements between the Leon County and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
8. This LOA covers the period of July 1, 2019 through June 30, 2020 and shall be terminated June 30, 2020.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2019-2020
LIP Program	\$137,218
Total Funding	\$137,218

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

Leon County

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2019, by and between Leon County on behalf of Neighborhood Medical Center and the State of Florida, **Agency for Health Care Administration** (the “**Agency**”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Charity care” or “uncompensated charity care” means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children’s Health Insurance Program (CHIP) shortfall. The state and providers that are participating in Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be considered a bona fide donation pursuant to 42 CFR § 433.54.

“Low Income Pool (LIP)” means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, “bad debt,” or Medicaid and CHIP shortfall.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2019-2020, passed by the 2019 Florida Legislature, the Leon County and the Agency agree that the Leon County will remit IGT funds to the Agency in an amount not to exceed the total of **\$187,436**.
 - a. The Leon County and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the Leon County and the State of Florida at large.
 - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:

- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- c. Monitoring
- i. The Leon County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the Leon County which are relevant to this LOA.
- d. Assignment and Subcontracts
- i. The Leon County agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
5. This LOA may only be amended upon written agreement signed by both parties. The Leon County and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
6. The Leon County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The Leon County agrees the following provision shall be included in any agreements between the Leon County and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
8. This LOA covers the period of July 1, 2019 through June 30, 2020 and shall be terminated June 30, 2020.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2019-2020
LIP Program	\$187,436
Total Funding	\$187,436

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

Leon County

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2019, by and between Leon County on behalf of Apalachee Center and the State of Florida, **Agency for Health Care Administration** (the "**Agency**"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Charity care" or "uncompensated charity care" means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children's Health Insurance Program (CHIP) shortfall. The state and providers that are participating in Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be considered a bona fide donation pursuant to 42 CFR § 433.54.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2019-2020, passed by the 2019 Florida Legislature, the Leon County and the Agency agree that the Leon County will remit IGT funds to the Agency in an amount not to exceed the total of **\$168,726**.
 - a. The Leon County and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the Leon County and the State of Florida at large.
 - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:

- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- c. Monitoring
- i. The Leon County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the Leon County which are relevant to this LOA.
- d. Assignment and Subcontracts
- i. The Leon County agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
5. This LOA may only be amended upon written agreement signed by both parties. The Leon County and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
6. The Leon County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
7. The Leon County agrees the following provision shall be included in any agreements between the Leon County and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
8. This LOA covers the period of July 1, 2019 through June 30, 2020 and shall be terminated June 30, 2020.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2019-2020
LIP Program	\$168,726
Total Funding	\$168,726

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

Leon County

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____



Intergovernmental Transfers Questionnaire

1. What type of governmental entity is your organization considered? If other, please explain. (county, city, hospital taxing district, or other)

County Government

2. Please describe the relationship between your organization and the provider(s) for which you contribute IGTs.

Annual primary healthcare agreements for healthcare, mental and dental services.

3. Please describe the source of the IGT funding for your organization.

General Revenue Funding

4. Are the IGTs funds generated from taxes? If yes, please answer the following questions:
 - a. How are the taxes generated?

Property Taxes, Licenses and Fees

- b. What is the tax structure?

Ad valorem assessment

- c. What entities are taxed?

Property Owners

- d. What is the amount or percent of the tax?

8.3144 mills



e. Is the tax uniform across all entities being taxed?

Yes

f. Is the tax broad based? A broad based tax can be defined as a tax that is imposed on at least all health care items or services in the class or providers of such items or services furnished by all non-Federal, non-public providers in the State, and is imposed uniformly, pursuant to 42 CFR § 433.68.

No

5. If any of the IGT funds are not generated from taxes, please provide the funding source of the IGTs.

a. Are any of the IGT funds related to provider-related donations? If so, please list the providers and amounts. A provider related donation is defined as a donation or other voluntary payment made directly or indirectly to a State or unit of local government by or on behalf of a health care provider, an entity related to such a health care provider, or an entity providing goods or services to the State for administration of the State's Medicaid plan, pursuant to 42 CFR § 433.52.

n/a

b. How much of the amount of pledged IGTs is generated from a health care system?

0

i) Please provide the details of the agreement including the amount between the IGT provider and the health care system.

n/a

6. Does the entire amount of pledged IGTs constitute as a bona fide donation pursuant to 42 CFR 433.54?

Yes

7. Does your entity have an agreement with one or more providers to guarantee a portion of the Medicaid supplemental funding?

No

I Vincent S. Long certify that the statements and information contained in this submittal are true, accurate, and complete.

**Signature of Officer or
Administrator**
County Administrator

Title

Date

**Leon County
Board of County Commissioners**

Notes for Agenda Item #15

Leon County Board of County Commissioners

Agenda Item #15

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Status Report on Community Efforts Recognizing the Tallahassee-Leon County Bicentennial in 2024

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri L. Post, Director, Division of Tourism Mathieu Cavell, Assistant to the County Administrator Dionte F. Gavin, Senior Operations Manager, Division of Tourism Nicki Paden, Management Analyst

Statement of Issue:

As requested by the Board, this item provides a status report on community planning efforts to recognize the Tallahassee-Leon County Bicentennial in 2024.

Fiscal Impact:

This item has no current fiscal impact.

Staff Recommendation:

Option #1: Accept the Status Report on community planning efforts to recognize the Tallahassee-Leon County Bicentennial in 2024.

Report and Discussion

Background:

As requested at the March 12, 2019 meeting, this item seeks Board acceptance of the status report on current community planning efforts to recognize the Tallahassee-Leon County Bicentennial in 2024.

On March 4, 1824, Tallahassee was named Florida's capital and later that year on December 29, 1824, Leon County was created by the Florida Legislative Council. Originally part of Escambia and later Gadsden County, Leon County was the seventh county in the State and named in honor of Juan Ponce de León, the Spanish explorer who was the first European to reach Florida. Today, Leon County remains Florida's Capital County, and Tallahassee has served as the State Capital for nearly 200 years.

In preparation of the upcoming Bicentennial in 2024, this status report provides an overview of the early planning stages for local governments and community partners to commemorate this milestone.

Analysis:

The Tallahassee-Leon County Bicentennial in 2024 provides an opportunity to engage the community in the rich history of Tallahassee and Leon County over the past 200 years and the vision of the community for years to come. The Bicentennial is envisioned to be a year-long community-wide celebration that not only engages all segments of the community but shares their experiences and stories from their unique perspective.

Historically, two major events have been hosted to commemorate the Centennial and the Sesquicentennial of Tallahassee-Leon County. In November 1924, the Tallahassee-Leon County community celebrated its 100th anniversary with a weeklong Centennial festival. According to the *Tallahassee Democrat* archives, the Centennial festival took place from November 9 through November 15 and was attended by more than 25,000 visitors and featured a variety of community events including parades, pageants, speeches, concerts, dance performances, and fireworks. In honor of Tallahassee's Sesquicentennial, a major observance was held on March 4, 1974, which marked 150 years since Governor William Duval signed legislation to create and designate the city as Florida's capital. To celebrate this milestone, a year-long observance kicked off with a historical pageant in March, followed by special events hosted each month for the remainder of the year ranging from "Spring Saturday" in April, a concert in September, and a reenactment of the first Christmas in December 1974.

With roughly five years until the Tallahassee-Leon County Bicentennial, staff has been engaged in preliminary discussions with the City and other community partners for an anniversary celebration. Of note, the Bicentennial celebration will be centered on both the City's Anniversary on March 4th and the County's Anniversary on December 29th. A major objective of these planning efforts is to generate awareness and to encourage and align participation from all segments of the community including local governmental and nonprofit entities, faith-based organizations,

schools, civic clubs, and professional organizations. Accordingly, the following organizations are in varying stages of planning bicentennial initiatives:

- The Tallahassee Historical Society (THS) has led the charge over the last several years in generating awareness for community preparation and participation. Staff had planned to participate in THS's strategic planning retreat to outline a vision and plan for the Bicentennial, but it was postponed for a later date. Over the last few months, the THS Board has also discussed promotional opportunities and are considering applying for grants to fund the production of a promotional video to generate awareness of the milestone.
- The Greater Tallahassee Chamber of Commerce (Chamber) anticipates utilizing the anniversary to inspire residents to discuss the image and message Tallahassee wants to project in 2024 and beyond. Their objective is to engage the community to think ambitiously about the future through their stories and experience in Tallahassee. To do so, the Chamber has launched a social media campaign "*TLH200*" on Facebook, Twitter, and Instagram, as well as web page providing a countdown clock for the Bicentennial.
- The City of Tallahassee's Office of Strategic Innovation has begun preliminary discussions on the Bicentennial to be incorporated into the City's upcoming strategic plan, but few details were available at the time of this writing.
- In addition to engaging THS, the County will continue to support efforts to generate awareness of Tallahassee's 200th Anniversary Year in 2024. Notably, among the staff behind these efforts include Kerri Post and Katie Kole from the Division of Tourism who previously led the State of Florida's *Viva Florida 500 Campaign*, a statewide commemoration of the 500th anniversary of Juan Ponce de Leon's arrival to Florida. Their experience with the *Viva* campaign at the Florida Department of State should also support efforts toward the State of Florida recognizing its significance in our community's history by participating in the Tallahassee-Leon County Bicentennial.

The County has also been in discussions with THS regarding the development of a larger task force to further develop a strategy for the Bicentennial to support an aligned and coordinated community-wide planning effort. Several other community organizations, such as Sachs Media Group, Theatre with a Mission, and the Knight Creative Communities Institute, have expressed interest and support for the Bicentennial but do not have programming plans in place at this time. With over four years until the Bicentennial, however, there is still sufficient lead time to engage other community partners to align and formalize plans for the Bicentennial.

Alongside the organic community interest already underway, the County will host a Club of Honest Citizens event next year to engage the community in planning the 200th anniversary celebration. The County will engage with the City and other community partners in conducting this event. By generating greater awareness and interest, The Club of Honest Citizens event would serve as a kick-off event to identify the community organizations that wish to participate in the planning and programming for the Bicentennial celebration. Following this event, an item will be brought back to the Board outlining the next steps for continued community engagement and

opportunities to incorporate plans for the Bicentennial in the five-year strategic plan and corresponding budget cycles.

As the 200 year anniversary nears, the Board could incorporate planning for the Bicentennial as part of the development of the County's FY2022-FY2026 Strategic Plan. The Board's adoption of a strategic initiative related to the Bicentennial would be implemented by multiple County departments and external organizations to recognize the unique history and character of our community. Staff anticipates setting aside funds for the Bicentennial as early as the FY 2022 budget cycle to support promotional efforts and community-wide events.

Options:

1. Accept the Status Report on community planning efforts to recognize the Tallahassee-Leon County Bicentennial in 2024.
2. Do not accept the Status Report on community planning efforts to recognize the Tallahassee-Leon County Bicentennial in 2024.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #16

Leon County Board of County Commissioners

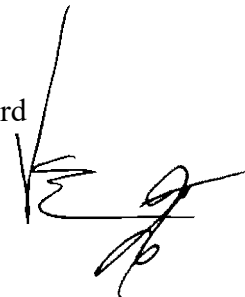
Agenda Item #16

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Herbert W. A. Thiele, County Attorney



Title: Status Report on Leon County's Adult Civil Citation Program and Marijuana Reform

Review and Approval:	Vincent S. Long, County Administrator Herbert W. A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Andrew Johnson, Assistant to the County Administrator Teresa Broxton, Director, Intervention and Detention Alternatives LaShawn Riggins, Deputy County Attorney

Statement of Issue:

As directed at the June 18, 2019 meeting, this agenda item presents a status report on Leon County's Adult Civil Citation program as well as recent marijuana reform efforts. As discussed in this item, several communities in Florida have adopted local ordinances decriminalizing possession of small quantities of marijuana. This item provides an overview of these local regulations and a comparative analysis of these ordinances in relation to the criminal justice diversion programs currently available in Leon County.

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept the status report and take no further action.

Report and Discussion

Background:

During the June 18, 2019 meeting, the Board directed staff to prepare a status report on Leon County's Adult Civil Citation (ACC) program. During discussion, the Board requested that this status report provide an overview of how the possession of small quantities of marijuana is treated within the ACC program. In addition, the Board requested information regarding the legal and regulatory framework currently surrounding cannabis, including the medical use of marijuana in Florida, the rise in use and popularity of cannabidiol ("CBD") products, the distinction between industrial hemp and marijuana, and the status of efforts throughout the State and nation to decriminalize the personal possession of small quantities of marijuana.

As described in further detail in the Analysis section below, Leon County's Adult Civil Citation (ACC) program was established in 2013 in partnership with DISC Village, the Smart Justice Alliance, Attorney General, State Attorney, Public Defender, Leon County Sheriff's Office, and Tallahassee Police Department. The ACC program is a pre-arrest criminal justice diversion program that utilizes cost-effective alternatives to the formal criminal justice process and has been recognized as a model for other similar programs throughout the state. In 2017, the program was revised and re-launched under the administration of the State Attorney's office, which also administers a separate post-arrest Misdemeanor Diversion Program. These programs are designed to divert misdemeanor offenders throughout the 2nd Judicial Circuit from the criminal justice system by providing eligible offenders with the opportunity to avoid criminal prosecution for certain low-level offenses, including misdemeanor marijuana possession, as long as the offender participates in and complies with the requirements of the program and avoids further criminal activity.

Several counties and cities in Florida have recently adopted local ordinances to effectively decriminalize the possession of small quantities of marijuana by replacing criminal prosecution with a civil fine. In several jurisdictions, an offender may perform community service in lieu of paying the civil fine. In effect, the existing diversion programs in Leon County generally provide the same opportunity to avoid criminal prosecution; however, they also ensure that offenders are screened for and receive treatment and education for underlying mental and behavioral health concerns where appropriate. Also, because misdemeanor marijuana possession remains a criminal offense under both federal and state laws, any local ordinance in Florida intending to decriminalize marijuana would be null and void and would not preclude prosecution. For these reasons, the State Attorney has indicated his opposition to any local marijuana decriminalization ordinance in Leon County.

Analysis:

The Analysis section of this agenda item begins by providing an overview of the Adult Civil Citation program in Leon County, including a history of the development of the program and a discussion of how possession of small quantities of marijuana is treated within the program. Following this, as directed by the Board during the June 18, 2019 meeting, this section provides an overview of cannabis including the distinction between marijuana and hemp, the use of medical marijuana in Florida, and a discussion of federal, state, and local laws governing cannabis. Finally,

this item discusses how other Florida jurisdictions have recently addressed possession of limited quantities of marijuana and presents an evaluation of possible “decriminalization” of limited quantities of marijuana in Leon County.

Overview and History of the Adult Civil Citation Program in Leon County:

Leon County's Adult Civil Citation (ACC) program is a pre-arrest criminal justice diversion program. Diversion programs generally target first time nonviolent offenders, providing eligible offenders with an opportunity to avoid the full and often long-term effects of criminal prosecution by participating in counseling or other training programs designed to address the behaviors that led to the criminal charge. Offenders may also be required to pay restitution and/or perform community service. An offender who meets the eligibility requirements for participation in a diversion program must sign an agreement and pay a fee which is used to fund operational expenses for these programs. Upon successful completion of the diversion program, the offender's charge is dismissed. Generally, diversion programs are designed to provide relief to the courts, law enforcement, and probation program; provide an opportunity for the offender to avoid prosecution by completing the requirements of the program; and yield better outcomes as opposed to an offender's direct involvement in the court system.

The ACC program in Leon County was originally established in 2013 as a 36-month pilot project. At that time, the program was administered by DISC Village, Inc., which entered into separate Memoranda of Understanding with the 2nd Judicial Circuit of Florida, the Leon County Sheriff's Office, the Tallahassee Police Department, and several other law enforcement agencies with jurisdiction in Leon County for the operation of the program. The objectives of the program were to provide local law enforcement agencies with an additional tool as an alternative to arrest while ensuring public safety and also to promote the use of additional cost-effective alternatives to the formal criminal justice process, from arrest through case disposition.

In April 2017, the State Attorney advised the Leon County Sheriff, the Chief of Police for the City of Tallahassee, the Second Judicial Court Administrator, and the Chief Executive Officer (CEO) of DISC Village of concerns about the structure of the ACC program (Attachment #1), specifically including:

- Whether an offender's ability to participate in the program may be influenced by an inability to pay for program fees and costs;
- Ensuring offenders' right to due process;
- Uniformity in application of the program throughout the 2nd Judicial Circuit; and
- Impacts of the program on tracking key criminal justice statistics to inform successful intervention strategies.

As a result of these concerns, the program was revised in 2017 to provide uniformity and consistency among all law enforcement and criminal justice stakeholders throughout the 2nd Judicial Circuit. The program is currently administered by the State Attorney through a Memorandum of Understanding with participating law enforcement agencies. At this time, 20 law enforcement agencies have signed on to the agreement (Attachment #2).

The Adult Civil Citation program is available to offenders with no criminal history and who have committed an offense that would otherwise be characterized as a misdemeanor or violation of a local ordinance. This includes possession of 20 grams or less of marijuana as well as possession of drug paraphernalia, both of which are misdemeanor offenses under Chapter 893, Florida Statutes. Actions constituting felonies are not eligible, nor are offenses involving battery or other violence, violation of an injunction, loitering and prowling, stalking, driving under the influence, or animal cruelty. Prior participants in the program may be eligible to participate again, or may be denied, at the discretion of the State Attorney.

Under the program, law enforcement officers perform their traditional duties of discovering, investigating, and dissuading criminal behavior. If an officer determines that a person has committed a crime, the officer can take any traditional lawful action deemed appropriate, including making an arrest, issuing a notice to appear, preparing a probable cause affidavit for potential judicial review, or creating a regular police report. Under the current ACC program, the officer may also recommend in the probable cause affidavit or sworn report that the offender be granted diversion rather than criminal arrest. As discussed below, the State Attorney's Office has the final authority to determine whether an offender is eligible to participate in the ACC program.

Importantly, an officer is not required to obtain an admission of guilt from the offender in order to refer the offender to the ACC program. If the officer wishes to recommend the offender for the ACC program, the officer provides the offender with instructions on the next steps in the process before forwarding the probable cause affidavit or police report to the State Attorney for final review. The offender is then required to appear at the State Attorney's Office within four weeks if he or she wishes to participate. During the period between referral and the offender contacting the State Attorney's Office, the assigned prosecutor will review the facts of the case, the offender's criminal history, and any additional information which may not have been available to the officer at the time of referral. If the prosecutor determines that pre-arrest diversion is appropriate, the case is referred to the Diversion Coordinator who notifies the offender. If the prosecutor determines that diversion is not appropriate, he or she will file the charge for the offense and request a court date at which the defendant is required to appear. In this regard, the current ACC program maintains the discretion of the officer whether to make an arrest or refer an offender to the program, as well as the State Attorney's discretion to approve an offender's participation in the program. To date, the State Attorney's Office has not rejected any law enforcement officer referrals to the ACC program.

Offenders participating in the ACC program may not commit any additional criminal activity during the pendency of the diversion, which lasts between a minimum of 3 months and a maximum of 12 months; complete community service hours; and pay a flat fee within 3 months of the entry date into the program. Participants accepted into the program are assessed a \$100 fee, which is the maximum amount allowed by state statute for each offender. The fee offsets the costs associated with administering the program. Leon County budgets \$20,000 annually to provide scholarship funding for indigent offenders who cannot afford the fee to participate in this program, as well as the post-arrest Misdemeanor Diversion Program discussed in the following subsection of this item. In order to receive this scholarship, an offender must complete one day of work with the Leon County Sheriff's Work Camp in addition to the requirements of the program, as described below.

Under the program, an offender may be assigned mental health or substance abuse screenings, classroom instruction, and other courses based on the offense, criminal history, or other relevant information identified in the probable cause report. The cost for any additional counseling and/or treatment is borne by the participant; however, since participants are eligible to select any qualified provider, they may be able to use their healthcare plan for these services. Participants who fail to meet the conditions of the program after enrolling are dismissed from the program and a notice to appear is issued for the original offense.

As of August 2019, a total of 283 offenders have been referred to the ACC program by law enforcement agencies throughout the 2nd Judicial Circuit since its relaunch in 2017. All referrals to date have come from the Leon County Sheriff's Office (51 cases), Tallahassee Police Department (220 cases), and the Florida Highway Patrol (12 cases). Of those cases, 237 (83.7%) successfully completed or are currently enrolled in the program. The remainder of these cases (46) failed to complete the program and were filed with the Clerk of Court. To date, the type of charges that have been referred from law enforcement officers are as follows:

- Possession of Cannabis: 62
- Petit Theft: 95
- Possession of Alcohol Under 21 Years of Age: 105

As stated above, referrals to the pre-arrest ACC program are made at the discretion of the responding law enforcement officer, so incidents involving multiple offenses or other aggravating circumstances may result in an arrest rather than a referral to the ACC program. However, as discussed in the following subsection, the State Attorney's Office also administers a separate post-arrest Misdemeanor Diversion Program to provide additional diversion opportunities for eligible offenders to avoid prosecution.

In developing this analysis, staff also reached out to the Florida State University, Florida A&M University, and Tallahassee Community College Chiefs of Police to discuss their procedures for addressing misdemeanor offenses including marijuana possession. The ACC program is an option that is available to each agency's law enforcement officers. However, each institution also has internal policies and procedures that provide similar diversion opportunities for misdemeanor offenses. Tallahassee Community College's disciplinary process generally refers students who commit minor offenses to its internal Student Conduct and Community Standards Office whenever possible rather than charging students with criminal offenses. Similarly, the FAMU Police Department generally refers students in violation of the [Student Code of Conduct](#) to the University Conduct Officer. Additionally, FAMU may refer offenders to substance abuse treatment services where appropriate. The Florida State University Police Department in most instances issues a "notice to appear" for misdemeanor offenses rather than making an arrest. A notice to appear is a written order issued by a law enforcement officer in lieu of a physical arrest. It requires the offender to report for a court appearance and the criminal process then proceeds in the same manner as an arrest. This process still provides the opportunity for eligible offenders to participate in the State Attorney's Misdemeanor Diversion Program, described below. With respect to students' eligibility for financial aid, a notice to appear does not automatically disqualify a student for financial aid programs. Convictions for drug-related offenses may result in the suspension of financial aid;

however, students may regain eligibility by successfully completing a drug rehabilitation program approved by the U.S. Department of Education. Additionally, each institution's disciplinary process may involve intervention and treatment for drug-related offenses in cases where it is deemed appropriate by their respective Student Code of Conduct enforcement offices.

State Attorney's Misdemeanor Diversion Program:

In addition to the ACC program, the State Attorney's Office also administers a post-arrest Misdemeanor Diversion Program. This program provides the State Attorney with an alternative to prosecution in handling certain misdemeanor cases for first-time offenders. Like the ACC program, the State Attorney has the discretion to allow some second-time offenders to participate. Eligible offenses include the following:

- Possession of Marijuana Less than 20 Grams
- Disorderly Conduct
- Disorderly Intoxication
- Petit Theft
- Possession of Alcohol by Minor
- Open Container Violation
- Loitering/Prowling
- Unlawful Use or Display of Driver's License
- Use/Possession of Drug Paraphernalia
- Open House Party
- Resisting Arrest without Violence
- Trespassing
- Driving While License Suspended or Revoked
- No Valid Driver's License

Under this program, all misdemeanor cases are reviewed and screened to determine if the offender meets the basic eligibility requirement of being a first-time offender who resides in the 2nd Judicial Circuit. Those deemed eligible are sent a letter explaining the process for participation. The State Attorney's Diversion Program Coordinator also reviews each arraignment docket to identify potentially eligible participants. Eligible participants who choose to participate and forego the trial process must sign a contract agreeing to complete a minimum of one day in the Leon County Work Program, pay the same \$100 program fee as the Adult Civil Citation requires, and complete the education component of the program. All conditions must be completed within 90 days. Based upon the participant's request and valid documentation of need, the 90-day term may be extended at the discretion of the State Attorney's Misdemeanor Diversion Program Coordinator. Upon successful completion of the requirement, the offender's charge is dismissed. The State Attorney's Office provides participants with information regarding the steps necessary to get the participant's arrest record sealed and expunged upon completion of the program. When a criminal record is sealed, it is placed under highly restricted access, and an expunged record is removed from record systems or files and destroyed. This process entails applying for eligibility and then filing a petition and affidavit to seal and expunge a criminal record.

In Leon County, there were 732 arrests or notices to appear issued for misdemeanor marijuana possession in 2018. Post-arrest diversion was initiated for 447, or 61%, of these cases. According to the State Attorney's Office, approximately 20% of all misdemeanor arrests in the 2nd Circuit are referred to the post-arrest Misdemeanor Diversion Program. In 2018, a total of 2,337 offenders were referred to and successfully completed the program.

Overview of Cannabis – Marijuana, Hemp, and Hemp-derived Products:

Cannabis is a genus of flowering plants which may be cultivated for a variety of uses. Cannabis plants produce a variety of chemical compounds called cannabinoids. The two cannabinoids usually produced in greatest abundance are cannabidiol (CBD) and/or tetrahydrocannabinol (THC), but only THC causes the "high" commonly associated with consuming marijuana. Non-drug plants produce relatively low levels of THC and high levels of CBD, while drug plants produce high levels of THC and low levels of CBD.

Hemp is a strain of cannabis that is grown specifically for the industrial uses of its derived products. Hemp can be refined into a variety of commercial items, including paper, textiles, clothing, biodegradable plastics, paint, insulation, biofuel, food, animal feed. In the U.S., hemp is classified by the federal government as cannabis containing no more than 0.3% THC by dry weight. This classification was established in the 2018 Farm Bill (the Agriculture Improvement Act of 2018, P.L. 115-334), which broadly authorized the cultivation of hemp and allowed the transfer of hemp-derived products across state lines for commercial or other purposes. Prior to this legislation, federal law did not differentiate hemp from other cannabis plants, all of which were effectively made illegal in 1937 under the Marijuana Tax Act and formally made illegal in 1970 under the Controlled Substances Act, as discussed in further detail later in this item.

The 2018 Farm Bill also established shared state-federal regulatory power over hemp cultivation and production. Under the bill, state departments of agriculture must consult with the state's governor and chief law enforcement officer to devise a plan that must be submitted to the Secretary of the U.S. Department of Agriculture (USDA). A state's plan to license and regulate hemp can only commence once the Secretary of USDA approves that state's plan. In states opting not to devise a hemp regulatory program, USDA will construct a regulatory program under which hemp cultivators in those states must apply for licenses and comply with a federally-run program. During the 2019 Florida Legislative Session, the Legislature passed SB 1020 creating a statewide industrial hemp program to administer and oversee the cultivation, handling, processing, and sale of hemp. This follows legislation from 2017 that authorized industrial hemp pilot projects at Florida A&M University and the University of Florida.

The 2018 Farm Bill also removed hemp-derived products from their Schedule I status under the Controlled Substances Act under certain circumstances, which has led to the recent proliferation of hemp-derived products such as CBD in commercial markets. CBD generally remains a Schedule I substance under federal law; however, the Farm Bill creates exceptions to the Schedule I status in certain situations. The Farm Bill provides that any cannabinoid that is derived from hemp will be legal, as long as that hemp is produced in a manner consistent with the Farm Bill and associated federal and state regulations and is cultivated by a licensed grower. All other cannabinoids, produced in any other setting, remain a Schedule I substance under federal law.

In addition to the industrial uses listed above, cannabidiol (CBD) oil can also be extracted from hemp plants, which has recently grown in popularity for treating a variety of health issues. There has been little clinical research conducted into the use of CBD for therapeutic purposes, but the strongest scientific evidence for its effectiveness to date is the treatment of severe childhood epilepsy syndromes, such as Dravet syndrome and Lennox-Gastaut syndrome, which typically do not respond to anti-seizure medications. To date, the U.S. Food and Drug Administration (FDA) has approved one CBD-based product, Epidiolex, which is used to treat Dravet syndrome and Lennox-Gastaut syndrome.

Although most CBD products claim to have under 0.3% THC, which is classified as hemp, these products remain unregulated by the FDA, making the actual THC content unreliable. Since CBD oil products have become popular on the market recently, this presents challenges related to drug testing in the workplace. According to the U.S. Drug Enforcement Administration, all extracts that contain CBD will also contain at least small amounts of other cannabinoids, such as THC. Drug tests do not determine the type of product a person has taken or ingested, only whether a substance is present in a person's system. In order for CBD to test positive on a drug test, an individual would have to be using unusually large amounts of the product. However, doses are not standardized across brands and some recommend higher doses than others. In addition, hemp-derived CBD oils are not FDA-regulated and the advertised THC levels of these products can be unreliable. As a result, it is possible that consuming high quantities of CBD oil may trigger a positive drug test result. Leon County Human Resources and the County Attorney's Office are currently reviewing the County's existing policies to determine if any revisions are recommended to address the use of CBD products as well as the state-authorized use of medical marijuana by County employees. If revisions are recommended, they will be brought back to the Board for consideration later this year.

Medical Marijuana in Florida:

In 2014, the Florida Legislature passed SB 1030, the Compassionate Medical Cannabis Act, which authorized patients suffering from cancer, seizure disorders, or severe and persistent muscle spasms to possess and use cannabis products rich in cannabidiol (CBD) and low in tetrahydrocannabinol (THC). SB 1030 created state licensing of dispensing organizations to produce medicine with at least 10% CBD and no more than 0.8% THC. In 2016 the state granted licenses for six dispensing organizations and the Legislature passed HB 307, which expanded the program to terminally ill patients and allowed dispensing organizations to produce products outside the THC cap.

In November 2016, voters approved Amendment 2, which broadly legalized medical marijuana in Florida. Amendment 2 created new exemptions from state-level criminal and civil liability for the medical use of marijuana by qualifying patients, among other provisions. The initiative authorized the use of marijuana with a physician's recommendation for treatment of cancer, epilepsy, glaucoma, HIV, AIDS, post-traumatic stress disorder, amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, multiple sclerosis, chronic nonmalignant pain caused by a qualifying medical condition or that originates from a qualified medical condition, or other comparable debilitating medical conditions. Under Amendment 2 and the subsequent implementing legislation, a patient can access medical marijuana if a physician determines that the

benefits of the drug would likely outweigh the potential health risks. Initially, regulations adopted by the Florida Department of Health, smoking the medication was not allowed; instead, the product could be consumed as edibles or by vaping, oils, sprays, or pills. However, on May 25, 2018, Leon County Circuit Court Judge Karen Gievers ruled that the ban on smoking was unconstitutional. That ruling was appealed by the administration of Governor Rick Scott, but the administration of Governor Ron DeSantis dropped the appeal and asked for the legislature to lift the restriction. The Legislature passed SB 182 during the 2019 legislative session, which removed the prohibition on smoking medical marijuana.

To become eligible to receive and use medical marijuana in Florida, a patient must first be diagnosed with a qualifying medical condition by a physician who is also qualified by the state to make medical marijuana recommendation. Importantly, physicians make "recommendations" for medical marijuana, rather than write prescriptions, because no prescriptions may be written for Schedule I substances under federal law. Patients are entered into the statewide Medical Marijuana Use Registry with their assigned Patient ID number and physician recommendation, and the patient then applies for a Registry Identification Card. Once a patient receives this card, he/she may then fill their order at a state-licensed Medical Marijuana Treatment Center. In total, this process takes approximately two weeks and costs \$200-\$300 including the cost of the physician consultation and registration with the state, but not including the cost of the medication and supplies. The maximum quantity of medical marijuana each patient can order at a time is a 70-day supply, and a physician may authorize a maximum of two additional 70-day supply refills. The Florida Department of Health requires patients to be certified for the use of medical marijuana every 210 days which requires a follow-up visit and new recommendation from a physician, and Medical Marijuana Use Registry identification cards must be renewed annually. The annual costs of patient recertification and registry renewal total approximately \$200-\$300. As of August 2019, the Florida Department of Health's Office of Medical Marijuana Use reported a total of approximately 337,000 patients within the system, 250,000 of whom were "active" patients with a current registration.

Federal and State Laws Regarding Marijuana:

In the United States, the possession and use of controlled substances including marijuana are regulated under the Controlled Substances Act (CSA). The CSA places all controlled substances regulated under federal law into one of five "schedules" based upon the substance's medical use, potential for abuse, and safety or dependence liability. Schedule I is for substances that the U.S. Food and Drug Administration and the Drug Enforcement Administration have determined to have a high potential for abuse, no currently accepted medical use, and a lack of safety for use under medical supervision. Marijuana is currently classified as a Schedule I drug in the CSA. Any use, even simple possession, of any amount of a Schedule I substance is illegal and punishable under federal law.

In recent years, several states have passed laws authorizing the use of marijuana for medical and/or recreational use. As of 2019, 33 U.S. states, the District of Columbia, Puerto Rico, and Guam legally allow marijuana for personal medical use, and 11 states and the District of Columbia have legalized the recreational use of marijuana for adults. Regardless of state laws, however, Article VI of the United States Constitution provides that federal law pre-empts state law, even when those

laws conflict. Accordingly, any possession or use of marijuana, even if legal under state law, remains illegal under federal law and is punishable under the CSA.

To resolve the conflict between federal law and states that have authorized the medical and/or recreational use of marijuana, the U.S. Department of Justice issued a memorandum in 2013 (the "Cole Memorandum") to all United States Attorneys directing that given its limited resources, the Justice Department would not enforce federal marijuana prohibition in states that "legalized marijuana in some form and ... implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of marijuana," except where a lack of federal enforcement would undermine federal priorities such as preventing violence in marijuana cultivation and distribution, preventing cannabis-impaired driving, and preventing marijuana revenues from going to gangs and cartels. However, the Cole Memorandum was rescinded by the U.S. Attorney General in January 2018, effectively allowing all U.S. Attorneys to decide individually how to prioritize resources to prosecute marijuana possession, distribution, and cultivation in states where it has been legalized.

In Florida, marijuana use and possession also remain illegal under state law, except as authorized for personal medical use under Article X, Section 29 of the Florida Constitution (established by Amendment 2 in 2016) and subsequent implementing legislation, as discussed above. In 1973, the Florida Legislature passed the Florida Comprehensive Drug Abuse Prevention and Control Act, which establishes five schedules for controlled substances similar to the federal Controlled Substances Act. Marijuana (cannabis) is included in Schedule I under state law. As such, possession of 20 grams or less of marijuana is a misdemeanor offense under state law punishable by up to one year in jail and a maximum fine of \$1,000. Possession or sale of more than 20 grams is a felony offense, with escalating penalties according to the quantity possessed or sold.

In July 2019, State Attorney Jack Campbell issued a memorandum (Attachment #3) to law enforcement partners in the 2nd Judicial Circuit indicating that his office has suspended prosecuting marijuana possession cases. This decision was based on the recent federal and state legislation (discussed earlier in this item) which have made certain hemp-derived products legal, as well as the present lack of laboratories authorized and qualified to differentiate between lawful hemp products and illegal marijuana. As discussed above, hemp is derived from the same plant as cannabis and the statutory distinction between illegal cannabis and lawful hemp is the concentration of tetrahydrocannabinol (THC), which is the psychoactive component of marijuana. Under these new laws, hemp can contain up to 0.3% of THC. Currently, the State Attorney's Office utilizes the Florida Department of Law Enforcement's laboratory, which does not yet have the technology to test the amount of THC in cannabis, only whether it is present, and therefore cannot differentiate between hemp and marijuana. The State Attorney indicated that he intends to continue to enforce current laws as written but will not prosecute marijuana possession cases without either a confession from the offender as to the nature of the substance or lab testing that meets required evidentiary standards. At this time, three other State Attorneys in Florida have similarly suspended prosecution of such cases.

Efforts to Decriminalize Misdemeanor Marijuana Possession at the Local Level in Florida:

Since 2015, several counties and cities in Florida have adopted local ordinances and/or resolutions to decriminalize misdemeanor marijuana possession. Generally, the term “decriminalization” describes a public policy that replaces criminal sanctions for minor marijuana-related offenses with the imposition of civil fines. Many local governments throughout the country have adopted similar local laws, citing the cost to taxpayers associated with the prosecution of misdemeanor marijuana possession cases including law enforcement, courts, and incarceration. At this time, at least 14 local governments in Florida have adopted local laws providing civil penalties for certain misdemeanor marijuana possession offenses. Some local governments, such as Alachua County, impose a civil fine of \$100 for the first offense which increases for subsequent offenses, up to a maximum of two or three offenses. Some, but not all, of these ordinances also allow for the offender to perform community service in lieu of the fine. Broward County also requires an offender to participate in drug screening as well as a treatment and education program if warranted, in order to receive a civil citation for a third offense (the first and second offenses are penalized by a civil fine or community service). Conversely, some other local governments impose a \$100 fine for each offense, with no limitation on the number of times an offender may receive a civil penalty.

Although some local governments in Florida have adopted ordinances providing for civil penalties, it should be noted that misdemeanor marijuana possession remains a criminal offense under both federal and state law in Florida. As such, any ordinance adopted by a local government to decriminalize misdemeanor marijuana possession is null and void. In jurisdictions that have adopted such ordinances, misdemeanor marijuana possession may still be charged and prosecuted as a crime by the State Attorney or U.S. Attorney with jurisdiction. As part of this analysis, staff reached out to other State Attorneys’ offices in areas of the state where local governments have adopted decriminalization ordinances to determine how these cases are currently being processed. As of the publication of this agenda item, staff has received responses from State Attorneys’ offices in the 8th Judicial Circuit (Alachua County and others), 11th Circuit (Miami-Dade), and 17th Circuit (Broward). In the 11th and 17th Circuits, the State Attorneys’ offices are allowing local law enforcement agencies to issue civil citations for misdemeanor marijuana possession in accordance with adopted local ordinances. Notwithstanding this, both offices emphasized that the decision to allow this practice in lieu of criminal charges under the applicable state and federal laws is the prerogative of the State Attorney. In the 8th Circuit, Alachua County’s ordinance applies only within the unincorporated area and none of its municipalities have adopted similar civil penalties. As a result, the Sheriff has not elected to utilize the option to issue civil penalties in Alachua County. The State Attorney’s office in the 8th Circuit is currently referring eligible offenders to its pre-trial diversion program.

In effect, the ordinances described above that some Florida cities and counties have adopted create a new form of diversion from the criminal justice system by providing an alternative to arrest for minor marijuana possession offenses. The existing diversion programs available in Leon County and throughout the 2nd Judicial Circuit currently provide essentially the same ability for offenders to avoid criminal prosecution for misdemeanor marijuana offenses, but the decriminalization ordinances described above involve fewer requirements for the offender. For example, where Leon County’s Adult Civil Citation Program involves a \$100 fine, mandatory community service, and

drug screening and treatment if warranted, most decriminalization ordinances in Florida require a \$100 fine for the first offense and no other requirements for a first-time offense, which may be waived if the offender performs a certain number of community service hours instead. Only Broward County requires drug screening and treatment, and this requirement is only imposed for a third offense.

For the reasons described above, the State Attorney has indicated that he would be opposed to a similar ordinance in Leon County. The State Attorney has expressed the opinion that given the existing federal and state prohibitions on marijuana possession, a local ordinance to decriminalize would not be valid. Additionally, the two criminal justice diversion programs currently available in the 2nd Judicial Circuit currently provide ample opportunity for eligible offenders to avoid prosecution for misdemeanor marijuana offenses, while also providing a mechanism to ensure drug treatment and education for offenders where appropriate. Finally, the County has no operational authority over local law enforcement agencies, and as such, cannot compel these agencies' participation in such a program.

Conclusion:

As described above, the State Attorney for the 2nd Judicial Circuit administers both a pre-arrest Adult Civil Citation Program and a post-arrest Misdemeanor Diversion Program throughout the circuit, including all of Leon County. Both programs may, at the State Attorney's discretion and based on factors including the offender's prior criminal history, currently allow for cases involving misdemeanor marijuana possession to be diverted. These programs provide diversion opportunities both at the initial point of contact with a law enforcement officer as well as immediately following arrest and prior to arraignment, allowing eligible offenders to avoid criminal conviction for misdemeanor offenses upon successful completion of the program.

The MOU governing the current ACC program has been executed by 20 law enforcement agencies throughout the 2nd Judicial Circuit, including the Leon County Sheriff's Office and the Tallahassee Police Department. However, only LCSO, TPD, and the Florida Highway Patrol have referred offenders to the pre-arrest Adult Civil Citation program to date. It is important to note that Leon County Government is not a formal party to this process, and as such, can neither mandate that individual law enforcement agencies participate in the program nor the extent to which they utilize it.

With regard to exploring a local ordinance to decriminalize misdemeanor marijuana possession, the Board may wish to consider a draft ordinance that provides for civil penalties instead of criminal charges. However, because marijuana possession remains illegal under both federal and state law a local ordinance to that effect would not preclude an offender from being charged and prosecuted with a criminal offense. In order to effectuate a true decriminalization of misdemeanor marijuana possession, federal and state legislation would be needed to de-schedule marijuana from their respective lists of regulated controlled substances and eliminate the associated criminal penalties.

Options:

1. Accept the status report and take no further action.
2. Accept the status report and direct staff to prepare an Ordinance for the Board's consideration to provide civil penalties for misdemeanor marijuana possession offenses.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. April 24, 2017 Letter from State Attorney Jack Campbell Regarding the Adult Civil Citation Program
2. Memorandum of Understanding for the 2nd Judicial Circuit Adult Civil Citation/Pre-Arrest Diversion Program
3. State Attorney Memorandum Suspending Prosecution of Marijuana Possession Cases – July 2019

JACK CAMPBELL
STATE ATTORNEY



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TALLAHASSEE, FLORIDA 32309-2550
TELEPHONE (850) 806-6000

OFFICE OF
STATE ATTORNEY
SECOND JUDICIAL CIRCUIT OF FLORIDA

April 24, 2017

RECEIVED

APR 25 2017

Office of Court Administration

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

Chief Michael DeLeo
Tallahassee Police Department
234 E. 7th Ave.
Tallahassee, Florida 32303

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

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

Dear Community Partners,

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

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

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

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

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

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

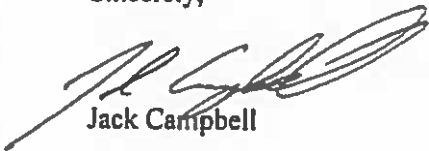
Second, there is an absence of due process in the Program. For example, there is no vehicle for offenders who have failed out to appeal their discharge from the Program. As State Attorney, I am required to ensure due process under the law for each offender. Furthermore, the initial contract which offenders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

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

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

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

Sincerely,



Jack Campbell

CC:

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

JACK CAMPBELL
STATE ATTORNEY



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TELEPHONE: (850) 606-6000

OFFICE OF
STATE ATTORNEY
SECOND JUDICIAL CIRCUIT OF FLORIDA

Memorandum of Understanding

Intent:

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

Eligibility:

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

The following are NOT generally eligible for the program:

Battery or other Violence

Violation of Injunction

Loitering and Prowling

Stalking

DUI

Animal Cruelty

Partners:

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

Procedures:

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

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

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

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

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

Program Requirements:

In all cases:

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

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

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

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

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

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

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

Scholarship:

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

Sealing and Expungement:

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

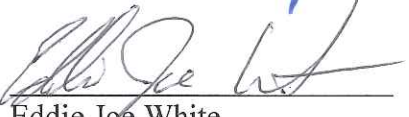
Memorandum of Understanding:


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


Jack Campbell
State Attorney of Second Judicial Circuit

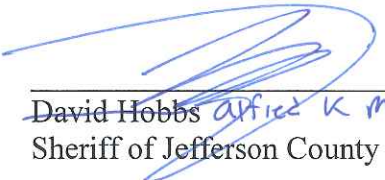

Walt McNeil
Sheriff of Leon County

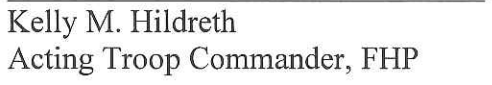

Morris Young
Sheriff of Gadsden County



Eddie Joe White
Sheriff of Liberty County


Jared Miller
Sheriff of Wakulla County


A.J. Smith
Sheriff of Franklin County


David Hobbs *officer K McNeill Jr*
Sheriff of Jefferson County

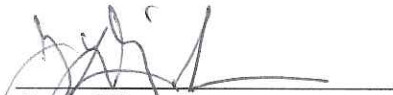

Kelly M. Hildreth
Acting Troop Commander, FHP


Michael Deleo
Chief of Tallahassee Police Department



David Perry
Chief of Florida State University Police Dept.


Tracy Smith
Chief of Havana Police Department


Glenn Sapp
Chief of Quincy Police Department


Greg Gibson
Chief of TCC Police Department


Curtis Brown
Director of FWC Commission



Bobby Varnes
Chief of Apalachicola Police Department



Fred Mosley
Chief of Monticello Police Dept.


Terence Calloway
Chief of FAMU Police Dept.


Deric Mordica
Chief of Midway Police Department


Brian Alexander
Chief of Gretna Police Department


Richard Swearingen
Commissioner of FDLE


Vann Pullen
Chief of Chattahoochee Police Department


Gary Hunnings
Carrabelle Police Department

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OFFICE OF
STATE ATTORNEY
SECOND JUDICIAL CIRCUIT OF FLORIDA

JACK CAMPBELL
STATE ATTORNEY

July 30, 2019

Dear Law Enforcement Partners,

I have just returned from our annual Florida Prosecuting Attorney's Summer Conference where our board discussed many significant issues. One of the most pressing is that of Florida's new hemp law and how it impacts other prosecutions. This letter does NOT address medical marijuana. I agree that the issues often interrelate, but for the sake of clarity I only address the hemp issue here.

Both Congress and the Florida Legislature have now passed laws making hemp, CBD, and other derivatives with .3 percent or less of THC, lawful. The specific definition is: "Hemp" means the plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof, and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers thereof, whether growing or not, that has a total delta-9 tetrahydrocannabinol concentration that does not exceed 0.3 percent on a dry-weight basis." Florida Statute §581.217 (2019).

Previously, I was present at a meeting and demonstration at the Florida Department of Agriculture on July 8, 2019 where a vendor, a Navy Seal, showed a possible presumptive test that would be able to differentiate these items. They stated they were working with AVO labs and the Broward State Attorney's Office to validate the test. I mentioned that the tests were of no use unless they were validated and that we would need expert testimony to be able to establish their scientific reliability in court.

At the conference, I met with the Broward State Attorney's team and am sorry to report that that they were hoping that AVO was going to be able to both validate and provide the expert testimony necessary. However, they have withdrawn after it was discovered they did not have a DEA license allowing them to even possess marijuana, let alone test it. Hence, I would not recommend you invest in those tests. The current status is that we are hoping to get a presumptive test that will work in Florida, but we don't have it yet. We recommend keeping your current presumptive tests though as they will likely be needed even when the new additional presumptive test is retained.

In addition to presumptive or roadside tests, we also will need full testing for trial. The Attorney General's Chief of Staff and General Counsel have explained the FDLE is currently looking at two possible courses to allow quantification testing of samples. Previously, we would need only qualitative testing as all forms of the cannabis plants were illegal. Now, cannabis and its extracts or derivatives are legal if it has THC concentrations below .3%.

The current posture is that no public or private lab in Florida can do this dispositive testing. The Florida Department of Agriculture is unable to do so, and while there are some private labs that may want to get this business, they are not online as of now. The traditional testimony of officer's training and experience is of no use. These legal products will test positive for THC with the current presumptive test kits in use. The drug sniffing K9s that have been trained on marijuana will likely alert to these products, as they are trained to detect any amount of THC. Hemp products look and smell exactly like marijuana products.

Some municipal labs in larger jurisdictions are also trying to invest in technology that will either allow full or partial quantification. If FDLE does so, or your agency is willing to have the samples privately tested, we will consider filing these cases. I would suggest that if you are contemplating using a non-governmental lab to do your testing, please consult with us. The cost of testing may be far less than what it will cost for us to secure the expert testimony necessary to comply with Florida evidence rules. Furthermore, the lab you are using may not be capable of meeting the Daubert predicate, and if so, the evidence will be excluded. Daubert v. Merrell Dow Pharm., Inc., 509 U.S. 579, 585, 113 S. Ct. 2786, 2792, 125 L. Ed. 2d 469 (1993).

My current hope is that the Florida Legislature, Florida Department of Agriculture, and the Florida Department of Law Enforcement will work to resolve this problem. It is clear that cannabis is still illegal, and I intend to enforce the laws as written. While this has created a practical frustration, it does not appear to be insurmountable.

Of greater concerns, are the associated issues we will face due to this status. Much of the search and seizure law hinges on either the officer's or K-9's ability to smell. This seems to now be in significant doubt. I would suggest that your officers and deputies no longer rely purely on their identification of believed cannabis. While it used to allow further detentions and seizures, case law from other jurisdictions suggest it will not be sufficient in the coming months and years.

Finally, perhaps the most egregious oversight is that of juvenile law. At present, there is no additional restriction on children possessing CBD or Hemp. It is my understanding that some shops are now making pre-rolled hemp cigarettes and are selling hemp gummies. The irony that children cannot lawfully possess tobacco but can now have hemp candies and cigarettes is astounding. I again hope that the Florida Legislature will address this problem.

To conclude, this Office will no longer be charging people with possession of cannabis absent a confession to what the substance is or testing by a lab that can meet the evidentiary standards I have laid out. We will also not be approving search warrants or other legal process based on traditional predicates where officers, or their dogs and presumptive tests, feel a substance is cannabis. I know this is a significant change in the law and would caution you in making arrests when these issues are present.

I am confident we can work through these challenges together as we have in the past. We will be lobbying the legislature to fund presumptive testing and final analytical testing, and to regulate possession by minors. Please let me know if you have any questions or concerns.

Your friend,



Jack Campbell
State Attorney
2nd Judicial Circuit

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17

Leon County Board of County Commissioners

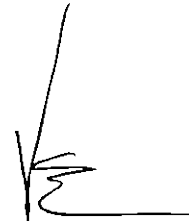
Agenda Item #17

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Event Venues in the Rural Zoning District



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management Cherie Bryant, Director, Planning
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Barry Wilcox, Chief Development Resources Officer

Statement of Issue:

This agenda item provides a status report on the increased interest in the development of event venues currently prohibited in the Rural Zoning District and seeks policy direction regarding whether or not the Board wishes to consider allowing this type of commercial use in the rural areas.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Board direction.

Report and Discussion

Background:

This agenda item provides a status report on the increased interest in the development of event venues currently prohibited in the Rural Zoning District and seeks policy direction regarding whether or not the Board wishes to consider allowing this type of commercial use in the rural areas.

In recent months, staff has become aware of an increased interest in establishing special event venues in the rural areas of the County. These event venues specifically market the rural setting and the provision of a scenic vista or “rustic” farm atmosphere. This type of commercial land use appears to be becoming increasingly popular throughout Florida and the United States but is not allowed in the County’s Rural Zoning District. Consequently, staff became aware of at least one special event venue in the rural area that has been operating in violation of the Leon County Code of Laws by hosting events in buildings that had not received permit approvals or associated building inspections. As a result, the property owner has been properly notified of multiple code violations through the code enforcement process. This specific venue is the subject of a separate agenda item.

The Rural Zoning District is an exurban zoning district typically located outside the Urban Service Area (Attachment #1). This zoning district implements the Rural Future Land Use Category of Policy 2.2.1 of the Land Use Element of the Tallahassee/Leon County Comprehensive Plan (Attachment #2). This district is intended to maintain and promote agriculture, silviculture and natural resource-based activities, preserve natural systems and ecosystem functions, and protect scenic vistas and pastoral development patterns that are typically found in the rural areas. Principal allowable land uses include agriculture, silviculture, very low density residential, ecotourism, community services and passive recreation facilities. Restricted uses in the Rural Zoning District include, but are not limited to, mining, airports and outdoor sport shooting ranges.

In the summer of 2015, the Board adopted significant amendments to the Rural Future Land Use Category and implementing Rural Zoning District. These amendments were a direct result of a Settlement and Forbearance Agreement between the County and the Keep It Rural Coalition (KIRC) and support the Board’s Strategic Initiative to “Protect the rural character of our Rural land use category” adopted in late 2014. The KIRC Agreement required the Board to consider prohibiting gas stations, fuel-oil dealers, and liquified petroleum gas dealers in areas designated “Rural” by the Comprehensive Plan (Attachment #3). It also required the Board to initiate a Comprehensive Plan Amendment to evaluate whether commercial development was appropriate on properties designated “Rural” by the Comprehensive Plan within one (1) year of the effective date of the Agreement. In 2015, the Board determined that commercial land uses that were not functionally related to agriculture, silviculture and other natural resource-based activities were prohibited in the Rural Zoning District and adopted in the aforementioned amendments. The KIRC Agreement, however, does not prohibit the Board from re-evaluating allowable land uses and associated development standards for the Rural land use category and implementing zoning district.

Analysis:

An event venue is a commercial land use generally found in urban areas. Recent development activity indicates growing interest in the rural event market, however, an event venue in the Rural land use category is not consistent with the Comprehensive Plan nor is it listed as an allowed use in the Rural Zoning District. The few venues located in rural settings fall under an agricultural exemption, operate on a very limited basis (temporary use), or were in operation prior to the adoption of the Comprehensive Plan. However, this type of commercial land use in rural areas appears to be becoming increasingly popular throughout Florida and the United States.

The 2015 amendment to the Rural category of the Comprehensive Plan, initiated as a result of the KIRC Settlement and Forbearance Agreement, were intended to:

- Protect and enhance the Rural area as an amenity;
- Allow for the development of residential and non-residential uses compatible with agriculture, silviculture and other natural resource-based activities;
- Incentivize development and redevelopment within the Urban Service Area (“USA”) and Rural Communities by directing development of more intense residential and nonresidential uses to those areas; and,
- Update and revise the Land Use Element Policy 2.2.1 [L] “Rural” to improve readability, remove areas of ambiguity, and defer standards more appropriate for the Land Development Code (LDC) to that document.

The amendments to the Comprehensive Plan allowed for the colocation of nonresidential uses traditionally associated with agriculture, silviculture and other natural resource-based activities. However, nonresidential uses not directly related to agriculture, silviculture and other natural resource-based activities are not allowed in the Rural category as they are more appropriately located in the Rural Communities (explained below) or the USA. The Board adopted the amendments to the Comprehensive Plan on May 26, 2015. Subsequent to the adoption of the Comprehensive Plan amendments to the Rural land use category, on July 7, 2015, the Board adopted the associated amendments to the Rural Zoning District of the LDC. The Rural District limits rural commercial land uses to major intersections and further limits those activities to uses that are functionally related to or supportive of agriculture, silviculture or natural resource-based uses.

The Rural Community is a Future Land Use Category intended to accommodate hamlets or villages that develop in an area that is surrounded by very low-density rural land use. This category allows small to moderate sized commercial development in order to provide rural residents access to basic shopping opportunities. It is intended to maintain existing villages and not function as a growth node. Commercial establishments will be limited in size, vehicular access and parking to ensure compatibility with the rural character of the village. Examples of areas designated Rural Community are: the area surrounding the Miccosukee Community Center; Capitola community, the area surrounding the Ft. Braden Community Center; and, the area surrounding Chaires Elementary School.

Temporary Uses

Temporary events are allowed in the Rural Zoning District as a temporary use pursuant to the requirements outlined in Section 10-6.804 of the LDC. Temporary uses/events are limited to 15-day increments and no more than four (4) temporary permits per calendar year per site. A permit is required for temporary events as they are reviewed by the County for compliance with health and safety standards and coordination with several health and public safety agencies. A temporary use permit is not intended for venues that employ professional event planners to book and host weddings, parties, and business retreats on a continuous basis.

Event Venues

There are several existing venues located in the unincorporated portion of Leon County. These venues tend to be located in more urban zoning districts or were in operation prior to the adoption of the Comprehensive Plan. One example is Shiloh Farms on Benjamin Chaires Road, which has been operating as an event venue since the 1960's and is a preexisting nonconforming use. Shiloh Farms is located in the Urban Fringe (UF) Zoning District and also received approval from the Board of Adjustment and Appeals in 2015 for a Previously Existing Land Use Conformity Certificate to allow the site to continue the event venue operations, subject to certain limitations. Bradley's Retreat is located in the Rural Zoning District. This permitted venue met the district requirements at the time of its establishment in 2005 and was limited to 5,000 square feet of building area.

Other venues in unincorporated Leon County operate under a state agricultural exemption from the Rural Zoning District standards by utilizing a working barn to also serve as an event venue. Some of the growing interest in the rural event market can be traced to the Florida Legislature's recent expansion of agritourism laws that empower owners of agricultural properties to seek alternative sources of income. Agritourism is intended to support bona fide agricultural production by allowing property owners to utilize their land and buildings to generate a secondary stream of revenue. It does not allow for the construction of new or additional structures or facilities intended to primarily house, shelter, transport, or otherwise accommodate members of the general public. A bona fide agricultural farm is eligible to host weddings and similar events provided the events are held in an existing agricultural facility that meets the requirements of agritourism. A barn on a bona fide agricultural farm does not have to go through County permitting, inspection, or comply with the Florida Building Code. Despite this, the agritourism laws allow the public to use and occupy the barns for agritourism events.

For example, Phipps Farm on Meridian Road is a bona fide agricultural farm with an agricultural classification by the Leon County Property Appraiser. The property is inside the USA and zoned Lake Protection. Phipps Farm utilizes an existing horse barn for events and appears to meet the state's agritourism requirements. Pearl in the Wild operates as a commercial event venue employing professional event planners has not received permit approvals or associated building inspections by claiming it is exempt under the agritourism statutes. The growing commercial interest in rural venues may lead to additional agritourism claims (bona fide and improper) that result in these venues locating in the Rural Zoning District and without a permit or building inspection.

Land Use Implications

Without urban infrastructure, commercial intensities and residential densities are very limited in the Rural Zoning District. This is intended to prevent premature growth and to limit the scale of development to that which is compatible with the surrounding area. Therefore, commercial uses in exurban areas are limited to major intersections with a maximum size limit of 5,000 square feet or less. In the case of Pearl in the Wild, it lacks urban infrastructure, is not located at a major intersection, is accessed via an unimproved private roadway, and exceeds the maximum square footage limitation for nonresidential uses in the Rural Zoning District.

Should the Board wish to consider allowing event venues throughout the Rural Zoning District as a principal use, it would require amendments to the Comprehensive Plan along with associated amendments to the Rural Zoning District and implementing development standards of the LDC. The allowance of event venues in the rural areas would represent a policy shift by the County with regard to allowing a commercial use that is not functionally related to agriculture, silviculture or natural resource-based activities. Some of the land use implications for the Board to consider include:

- Impacts to adjacent rural property owners – nonresidential uses typically create additional noise, lighting and safety concerns for adjacent neighbors;
- Protection of arable land –the intent of the Rural district is to prevent fragmentation of farm land or agricultural activities;
- Available urban infrastructure (central water and central sewer) – requires wells to be certified for public water consumption and potentially large onsite septic systems (or potential sewage treatment package systems);
- Traffic and road network – rural roads and traffic patterns are not typically designed for heavier vehicular traffic normally associated with development inside the USA. Venues would need to be accessible for large emergency vehicles, especially during or after inclement weather;

As is the case with most land use matters, this issue presents potential economic benefits for Leon County and the rural communities, given the growing interest in “rustic” farm venues. Additional event venues in rural Leon County may better posture the County in competing for visitors with neighboring communities, including those over the state line which offer many plantation and farm themed venues, by showcasing the natural beauty our community has to offer. Rural event venues mostly serve a weekend market catering to weddings and parties with low to intermittent traffic impacts and offer economic benefits for the small businesses in these communities. Allowing for the construction and operation of event venues would provide an avenue for interested developers and event planners to go through the normal permitting process to ensure that these buildings meet the Florida Building Code standards rather than attempting to utilize the agritourism exemptions and potentially creating compatibility issues.

Any proposed amendments would include extensive engagement with citizen groups including KIRC. In addition, staff would bring back recommendations to determine the appropriate standards and any mitigation strategies for the siting and operating of event venues in the Rural Zoning District. These mitigation strategies may include issues related to:

- Intensity
- Parcel size
- Noise
- Lighting
- Traffic
- Access
- Hours of operation
- Buffers
- Setbacks
- Environmental impacts

The current Comprehensive Plan amendment cycle begins in September 2019 with final adoption hearings in May 2020. The associated amendments to the Rural Zoning District of the LDC to implement the Comprehensive Plan amendments would require two Public Hearings subsequent to the Comprehensive Plan Amendment adoption hearing. Amendments to the LDC also require consideration and input by the Advisory Committee on Quality Growth (ACQG) prior to final approval by the Board. In short, the earliest any such amendments could become effective is July 2020. An outline of the potential amendment process is provided below:

- September 2019 Comp Plan Amendment Application
- November 2019 Public Workshop
- January 2020 Local Planning Agency Workshop
- February 2020 Local Planning Agency Public Hearing and Joint County/City Workshop
- March 2020 Joint County/City Transmittal Public Hearing
- May 2020 Joint County/City Adoption Public Hearing
- June 2020 First Public Hearing on LDC Amendment
- July 2020 Second and Final Public Hearing on LDC Amendment

This item seeks policy direction by the Board regarding whether it wishes to consider allowing this type of commercial use in the rural areas. A separate item on the Board's agenda seeks authorization to file a declaratory action and permanent injunction against a specific venue owner for operating an event venue in the Rural Zoning District.

Options:

1. Accept the Status Report on event venues in the Rural Zoning District and take no further action.
2. Direct staff to draft a Comprehensive Plan amendment and associated amendments to the Rural Zoning District to allow event venues.
3. Board direction.

Recommendation:

Board direction.

Attachments:

1. Rural Zoning District (Section 10-6.612 of the LDC)
2. Rural Future Land Use Category (Policy 2.2.1, Land Use Element) of the Comprehensive Plan
3. 2014 Settlement and Forbearance Agreement

Sec. 10-6.612. - Rural Zoning District.

1. District Intent	2. Allowable District Location
<p>The intent of the rural zoning district is to maintain and promote agriculture, silviculture and natural resource-based activities, preserve natural systems and ecosystem functions, and protect the scenic vistas and pastoral development patterns that typify the county's rural areas.</p> <p>Allowable land uses within this district include agriculture, silviculture, ecotourism based activities, very low density residential, and community and passive recreational facilities, and some forms of active recreation as a restricted use.</p> <p>Non-residential uses, with the exception of community and passive recreational facilities that are not functionally related to and supportive of agriculture, silviculture and other natural resource-based activities shall be prohibited within the rural zoning district. This district is not intended to accommodate commercial activities designed to service basic household needs of area residents. Rural commercial uses, as well as restricted uses, may be allowed in this district but shall be limited to the locational and design standards as noted herein. Due to the need to protect and preserve existing rural lands from fragmentation and to promote infill and redevelopment within the urban services area and rural communities, urban services are not planned or programmed for this area.</p> <p>Design standards and development standards for non-residential development and restricted uses, as noted herein, shall be required to prevent encroachment and fragmentation of agricultural uses as well as to ensure compatibility with adjacent uses.</p>	<p>The district may only be located within areas designated rural on the future land use map.</p>

Permitted, Prohibited, and Restricted Uses			
3. Principal Uses	4. Prohibited Uses	5. Restricted Uses	6. Rural Accessory Uses Functionally Related to Bona Fide Agriculture, Silviculture or Natural Resource-Based Activities
(1) Agricultural.	(1) Manufacturing.	(1) Mining.	Pursuant to F.S. § 823.14, a

<p>(2) Silviculture. (3) Wholesale trade: Farm-product raw materials. (4) Wholesale nursery products. (5) Rural commercial. (6) Community services. (7) Low-density residential (single-, two-family, or manufactured home). (8) Passive recreation. (9) Light infrastructure. (10) Cemeteries.</p>	<p>(2) Extraction and bottling of mineral or springwater—wholesale. (3) High pressure well stimulation/acid fracturing and/or hydraulic fracturing. (4) Gas stations, fuel oil and liquefied petroleum products. (5) Convenience stores. (6) Grocery stores. (7) General merchandise sales. (8) Drug stores. (9) Automotive repair. (10) Motor vehicle racing tracks/amusement. (11) Heavy infrastructure (with the exception of those listed under restricted uses). (12) Active recreation (with the exception of those listed under restricted uses). (13) Other uses which are not functionally supportive of and accessory to established agricultural, silvicultural or natural resource-based activities within the rural zoning district.</p>	<p>(2) Landscape counseling and planning. (3) Airports, flying fields and services. (4) Camps and recreational vehicle parks. (5) Botanical and zoological gardens. (6) Archaeological historical sites. (7) Commercial kennels. (8) Veterinary clinics. (9) Riding academies/livery or boarding stables. (10) Outdoor sport shooting ranges.</p>	<p>bona fide farm operation shall be exempt from local regulation, ordinance, rule or policy that prohibits, restricts, regulates or otherwise limits activities of a bona fide farm operation on land classified as agricultural land pursuant to F.S. § 193.461. Pursuant to F.S. § 823.14(3)(b), the term "farm operation" means all conditions or activities which occur on a farm in connection with that farm's products.</p>
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7. Development Standards										
Use Category	a. Lot area (acres)	b. Minimum lot frontage	c. Front yard setback	d. Corner yard setback	e. Side yard setback	f. Rear Yard setback	g. Maximum percent impervium	h. Maximum height at	i. Maximum height per	j. Total maximum height

							ous surface area	buildin g envelo pe perime ter	additio nal setback	
Low density residenti al	10 acres minimu m	15 feet	30 feet	30 feet	20 feet	50 feet	30	35 feet	1'/1'	Not applica ble
Rural commer cial	3.0 acres minimu m, 5.0 acres maxim um *	40 feet	50 feet building , 50 feet parking	50 feet building , 50 feet parking	50 feet building , 50 feet parking	50 feet building , 50 feet parking	30	35 feet	1'/1'	45 feet
Commu nity services	3.0 acres minimu m, 5.0 acres maxim um	40 feet	50 feet building , 50 feet parking	50 feet building , 50 feet parking	50 feet building , 50 feet parking	50 feet building , 50 feet parking	30	35 feet	1'/1'	45 feet
Restricte d uses; passive recreatio n facilities	3.0 acres minimu m	Not applica ble	50 feet building , 50 feet parking; unless otherwi se specifie d in subsecti on 10 of this	50 feet building , 50 feet parking; unless otherwi se specifie d in subsecti on 10 of this	50 feet building , 50 feet parking; unless otherwi se specifie d in subsecti on 10 of this	50 feet building , 50 feet parking; unless otherwi se specifie d in subsecti on 10 of this	30	35 feet	1'/1'	45 feet

			section	section	section	section				
Comp. Plan Policy 2.1.9 subdivision	0.5 acres minimum	15 feet	25 feet	25 feet	15 feet	50 feet	30	35 feet	1'/1'	Not applicable

8. Development Standards for Community Service Uses: Community service uses shall also be subject to the buffer zone standards (section 10-7.522), the parking and loading requirements (subdivision 3, division 5, article VII of this chapter) and applicable design standards outlined in subsection 11 of this section.

- (1) Single structure: 5,000 gross square feet maximum.
- (2) Site area: 3 acres minimum; maximum of 5 acres.

9. Rural Commercial Intersection Location Standards: The intersection location standard is intended to group rural commercial activities toward intersections to provide access and to prevent fragmentation of agricultural uses.

- (1) Major function: Provide sales and services functionally related to and supportive of agriculture, silviculture and natural resource-based activities.
- (2) Location: On or near the intersection (access within 330 feet of the centerline of the intersection) of an arterial/arterial or arterial/major collector roadway.
- (3) Site area: 3.0 acres minimum with a maximum of 5.0 acres per quadrant.
- (4) Allowable building square footage: Maximum of 10,000 gross square feet per intersection (only 2 quadrants per intersection may be developed for rural commercial). Single structure limited to a maximum of 5,000 gross square feet.

10. Development Standards for Restricted Uses: All proposed restricted uses shall meet the applicable provisions of section 10-6.611; the applicable design standards noted in subsection 11 of this section; the buffer zone standards (section 10-7.522); and the parking and loading requirements (subdivision 3, division 5, article VII of this chapter). All restricted uses shall be limited to a maximum building area of 2,000 gross square feet per acre with no more than 5,000 gross square feet of retail commercial or office space. The following restricted uses require satisfaction of additional criteria:

- (1) Mining activities.
 - a. All mining activities as defined on the schedule of permitted uses must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. This includes NAICS items 212321 and 212324.
 - b. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:
 - 1. The mining activity, all accessory uses and structures, internal roadways, and driveways onto the

adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner prior to site plan approval or if the adjacent property is also used as a mining activity.

2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.

3. A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.

4. Fencing requirement: All areas proposed for use in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined by the County Administrator or designee to be a reclaimed open-pit mine. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language indicate that there may be hazardous conditions on the premises.

(2) Camps and recreational vehicle parks (NAICS 721211 and 721214).

a. All camps and recreational vehicle parks must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:

1. Sanitary facilities shall be provided.

2. Not more than 5 campsites per gross acre shall be provided.

3. Individual campsites, roadways, and accessory structures shall be located to meet the minimum building setback standards from the exterior property lines of the campground.

(3) Airports, flying fields and services.

a. All airports, flying fields and services must meet the specific development standards as noted in this section and as required by state or federal law, and shall require review and approval by the Board of County Commissioners following a duly noticed public hearing.

(4) Outdoor sport shooting ranges.

a. This subsection shall not apply to personal firearm use on private property or to businesses that operate an outdoor sport shooting range as an ancillary use to a legal, principal use, such as, but not limited to, a hunting plantation, timber plantation, or special event venue.

b. All outdoor sport shooting ranges must meet the specific development standards as noted in this section, and shall require a Type C review and approval by the Board of County Commissioners following

a duly noticed public hearing.

c. All outdoor sport shooting ranges must demonstrate protection of adjacent properties and the public interest which shall include, but not limited to the following:

1. An outdoor sport shooting range shall not be located within an unrecorded or recorded subdivision or in the residential preservation overlay district.
 2. No outdoor sport shooting range shall be permitted within 500 feet of the property line.
3. The firing lines shall be oriented to minimize off-site impacts, including, but not limited to, noise and safety of existing structures and roadways.
 4. Access to Canopy Road shall be subject to division 7, article VI of this chapter.
5. A minimum of a Type D buffer and a 15-foot high berm behind the line of fire/targets shall be constructed.
6. The county encourages the use of the National Rifle Association's Range Source Book for best practices.
7. The county encourages compliance with the state department of environmental protection's best management practices for environmental stewardship of state shooting ranges.
8. The county encourages outdoor sport shooting ranges to have range safety officers on the premises during the hours of operation.
9. To ensure compatibility with the surrounding area, additional site specific conditions may be imposed, such as, but not limited to, conditions related to noise reduction and safety.

11. Site Design Criteria: Rural commercial uses, as well as restricted uses, may be allowed in this district but shall be limited to the locational and design standards as noted herein.

(1) A plan and supporting narrative must be submitted pursuant to the applicable site and development plan process outlined in article VII of this chapter that demonstrates compliance, as applicable, with the following:

- a. Freestanding on-site signs shall be limited to monument-style signs and the sign base shall be consistent with the materials and design context of the primary on-site building. Signs shall be illuminated with externally mounted lighting focused on the sign in a manner that limits off-site illumination. Internally illuminated signs and pole signs are prohibited. For sites not located at intersections, on-site ground signs shall be limited to no more than 32 square feet in area and limited to no more than 10 feet in height.
- b. Building design standards including any proposed accessory buildings and structures shall reflect or compliment the local vernacular architectural style. Building facade treatments and materials shall provide architectural interest through, but not limited to: the utilization of fenestration that allows for natural surveillance and gabled or parapet roof treatments.
- c. On-site lighting including 24-hour security lighting shall be wall mounted with illumination focused on the building in a manner that limits off-site illumination, consistent with the "Dark Sky Friendly" guidelines.
- d. All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.

- e. Lighting at the property line (six feet above ground) adjacent to residential uses shall not exceed 0.1 footcandles.
- f. Lighting for parking areas shall not exceed 15 feet in height as measured from average grade to the light fixture.
- g. Perimeter buffering and/or fencing requirements shall be based on the density of the adjacent residential uses. If the adjacent residential density is 0.5 dwelling units per acre or greater, a Type C buffer shall be required. A wooden buffer fence may be utilized on sites where the required vegetative buffer cannot be established based on site limitations or constraints.
- h. The trash collection dumpster shall be accessible to waste collection vehicles, and shall be located in the side or rear setback area of the on-site principal building. The dumpster shall be screened with a material and design treatment consistent with the building facade of the principal building.
- i. All appurtenant mechanical and electrical equipment, outside collection/drop-off/storage areas, and other accessory or ancillary structures shall be screened from public view. The screening material shall be consistent with the materials and design context of the primary on-site building.
- j. The site design shall integrate internal and where appropriate external pedestrian circulation and interconnection including the accommodation of bike circulation were applicable.
- k. The hours of operation shall be limited to 6:00 a.m. to 8:00 p.m.
- l. To ensure compatibility, other site design treatments and considerations may be applicable to the proposed use and shall be identified during the proposed project's application review meeting.

*If subdivision is proposed to create the rural commercial parcel, then the remaining portion of the property shall meet the minimum lot size standards noted herein.

General notes:

- (1) If central sanitary sewer is not available, residential development shall provide no less than 0.50 acre of buildable area. Non-residential development and community service facilities are limited to a maximum of 900 gallons of wastewater flow per day. Refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
- (2) Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
- (3) Refer to the concurrency management ordinance for information pertaining to the availability of capacity for certain public facilities (roads, schools, parks, etc.).

(Code 1992, § 10-6.612; Ord. No. 07-20, § 2, 7-10-2007; Ord. No. 08-17, § 2, 7-22-2008; Ord. No. 09-02, § 1, 1-15-2009; [Ord. No. 14-14](#), § 1, 9-2-2014; [Ord. No. 14-17](#), § 1, 12-9-2014; [Ord. No. 15-08](#), § 2, 7-7-2015; [Ord. No. 16-11](#), § 2, 7-12-2016)

I. Land Use

Policy 2.2.1: [L]

RURAL/AGRICULTURE (REV. EFF. 8/17/92; REV. EFF. 7/26/06;
REV. EFF. 12/24/10; REV. EFF. 7/6/15)

INTENT

Leon County's agricultural and silvicultural lands have a long and productive history. They have served as both a source of food and materials for urbanized areas of the County and as a significant economic engine for the region. Decades of suburbanization have dramatically reduced the amount of arable land available for agriculture and silviculture within the County. These lands are now at a premium and require protection to ensure that they remain viable, unfragmented, and productive for future generations.

The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area.

To promote infill and redevelopment within the Urban Service Area (USA) and Rural Communities, higher density residential, and non-residential activities that are not functionally related to and supportive of agriculture, silviculture and other natural resource based activities shall be prohibited within the Rural category.

ALLOWABLE USES, DENSITIES, AND INTENSITIES

1. Residential

The Rural category shall allow for single family residential uses at a maximum density of one (1) dwelling unit per ten (10) gross acres.

2. Non-residential

Agriculture, silviculture, and other natural resource based activities shall comprise the primary non-residential uses within the Rural category.

Consistent with Florida's Right to Farm Act, bona-fide agricultural uses, on land classified as agricultural land by the Leon County Property Appraiser, shall not be subject to a non-residential intensity limitation.

Non-residential uses functionally related to and directly in support of agricultural, silvicultural, and other natural resource based activities, including ecotourism activities, may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre. The location of such uses shall be limited to the intersection of major collector and arterial or arterial and arterial designated roadways. Total development at any one intersection shall not exceed 10,000 sq. ft.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional standards and limitations shall be included in the land development code.

3. Community and Recreational Facilities

Community services, light infrastructure, and recreational uses may be permitted provided they are compatible with the natural and rural surroundings. Facilities associated with

I. Land Use

these uses may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre.

Active recreational uses not functionally related to or supportive of agriculture, silviculture, natural resource based, or ecotourism activities, including, but not limited to golf courses, drag strips, and racetracks for motorized vehicles, are prohibited.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional design standards and limitations shall be included in the land development code.

SPECIAL CONDITIONS

The following special conditions shall apply to the Rural future land use category:

1. Development proposals within the Rural area shall be evaluated for compatibility with adjacent agricultural uses and shall consider the land management activities associated with such uses. Development that is incompatible with agricultural uses, or has the potential to fragment, encroach upon, or displace such uses, shall not be permitted.
2. Property within the Rural category shall not be converted to a more intense land use category unless the subject site adjoins the Urban Service Area or a designated Rural Community.
3. Non-residential development shall be subject to design standards that preserve the scenic and rural character of this category and protect existing rural residential development from offsite impacts of non-residential development. Design standards shall include, but not be limited to, signage, lighting, parking, landscape buffers, and building materials.

4. Existing uses and structures listed on the local or national historic register at the time of adoption of this amendment shall be considered conforming.

Policy 2.2.2: [L]

URBAN FRINGE* (REV. EFF. 8/17/92; REV. EFF. 7/26/06;
REV. EFF. 4/10/09; REV. EFF. 12/24/10; REV. EFF. 12/15/11)

The Urban Fringe category is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the Urban Service Area. To protect Rural areas from premature development, facilitate infill and redevelopment inside the Urban Service Area, and in recognition of the significant area already mapped as Urban Fringe, no additional lands designated Rural or Urban Fringe as of August 26, 2006 shall be converted to a more dense or intense land use category unless adjoining lands are also within the designated Urban Service Area boundary or the designated Woodville Rural Community. Conversions to the Woodville Rural Community designation shall be consistent with the Transfer of Development Units provision in Policy 4.2.5: [C].

Conventional subdivision of land in the Urban Fringe may be permitted at a density of up to one unit per three acres. To promote a mix of residential areas and perpetually protected open space and agricultural lands, Conservation Subdivision developments are allowed and encouraged. Conservation Subdivision design in Urban Fringe may be permitted at a density of up to one unit per three gross acres with units clustered on no more than 50% of the site. Conservation Subdivisions must also permanently set aside at least 50% of the total site as open space and restrict development to the least environmentally sensitive and otherwise significant portions of the land.

SETTLEMENT AND FORBEARANCE AGREEMENT

THIS SETTLEMENT AND FORBEARANCE AGREEMENT ("Agreement") is made and entered into on this ____ day of September 2014, by and between THELMA CRUMP, KEEP IT RURAL, INC., a Florida not-for-profit corporation, WILLIAM GLENN BROWN, and LEON COUNTY, FLORIDA ("County") (collectively "Parties").

RECITALS:

WHEREAS, on May 8, 2014, the Development Services Division of the Leon County Department of Development Support and Environmental Management issued a "Written Preliminary Decision" approving a 2,904 square foot convenience store with seven (7) fueling positions on 6.68 acres of property located approximately 330 feet north of the northeast intersection of Crump Road and Miccosukee Road in Leon County, Florida ("Commercial Project"); and

WHEREAS, the Commercial Project is approved to be located on Parcel Number: 12-04-20-018-000-0 in Leon County, Florida ("Property"), which is owned by William Glenn Brown; and

WHEREAS, on June 5, 2014, pursuant to Section 10-7.414 of the Leon County Land Development Code ("County's LDC"), Thelma Crump filed a "Petition for a *De Novo* Quasi-Judicial Hearing" ("Petition") in which Ms. Crump alleged that the proposed Commercial Project violated several requirements of the County's Comprehensive Plan and the County's LDC; and

WHEREAS, on June 12, 2014, the County transmitted Ms. Crump's Petition to the State of Florida Division of Administrative Hearings ("DOAH") for assignment of an Administrative Law Judge to conduct an evidentiary hearing in regard to the allegations set forth in Ms. Crump's Petition; and

WHEREAS, on or about June 16, 2014, the DOAH assigned an Administrative Law Judge in *Thelma Crump v. Leon County*, DOAH Case No. 14-2741 ("DOAH Proceeding"), and scheduled the Final Hearing for September 8 and 9, 2014; and

WHEREAS, on June 23, 2014, Mr. Brown intervened in the DOAH Proceeding; and

WHEREAS, on July 31, 2014, the Parties participated in a mediation conference in an attempt to amicably resolve their dispute and the DOAH Proceeding; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of resolving the DOAH Proceeding, and are motivated by a desire to avoid the costs, time, and uncertainty associated with litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. Within sixty (60) days of the Effective Date of this Agreement, the Leon County Board of County Commissioners ("BOCC") shall consider, at a duly-noticed public meeting, whether to amend the County's LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC 5984) on all property designated as "Rural" on the County's Future Land Use Map.
- B. Within sixty (60) days of the Effective Date of this Agreement, the BOCC shall initiate the process for a Comprehensive Plan Amendment to evaluate whether commercial development is appropriate on any property designated as "Rural" on the County's Future Land Use Map, and shall complete such process within one (1) year of the Effective Date of this Agreement.
- C. Within seventy (70) days of the Effective Date of this Agreement, Mr. Brown shall: (i) withdraw his application for the proposed Commercial Project; (ii) abandon the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014; and (iii) record a deed restriction for the Property restricting the use of the Property to one (1) single-family residence.
- D. Within five (5) days after Mr. Brown fulfills all of the requirements of Paragraph 2.C above, Ms. Crump shall file a Notice of Voluntary Dismissal with Prejudice in the DOAH Proceeding.
- E. Within ninety (90) days of the Effective Date of this Agreement, the County shall pay \$36,250.00 to Mr. Brown as reimbursement of fees and costs that Mr. Brown incurred during the permitting process for the Commercial Project and during the DOAH Proceeding.

- F. Within ninety (90) days of the Effective Date of this Agreement, Keep It Rural, Inc., shall pay \$25,000.00 to Mr. Brown as compensation for Mr. Brown's withdrawal of his application for the proposed Commercial Project and abandonment of the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014.
- G. Within ninety (90) days of the Effective Date of this Agreement, Ms. Crump shall pay \$70,000.00 to Mr. Brown pursuant to a Purchase and Sale Agreement for Ms. Crump's purchase of the Property, in fee simple, from Mr. Brown. Such purchase is contingent upon Ms. Crump's ability to obtain financing for such purchase from a financial institution. If Ms. Crump is unable to obtain such financing, Mr. Brown shall be entitled to retain the Property subject to all of the conditions of this Agreement, including, but not limited to, the conditions set forth in Paragraph 2.C above.
- H. Mr. Brown shall retain the right to harvest the corn that is currently planted on the Property, provided such harvest occurs no later than September 30, 2014.

3. **Scope of Agreement.** The Parties' obligations and rights under this Agreement are expressly made contingent upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map. In the event the BOCC does not approve this Agreement and does not approve, within sixty (60) days of the Effective Date of this Agreement, an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map, this Agreement shall be null and void and the Parties shall retain all of their rights to continue with the DOAH Proceeding. All parties expressly acknowledge that this Agreement is not contingent upon the BOCC taking any action in regard to whether convenience stores should be allowed or prohibited on property designated as "Rural" on the County's Future Land Use Map.

4. **Authority.** Except as expressly set forth herein, each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the County unless and until the BOCC approves this Agreement at a public meeting, as is required by Florida law.

5. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, directors, and members of the Parties.

7. **Non-Waiver.** Failure by any party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and such party, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

8. **Mutual Releases.**

A. Ms. Crump hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Ms. Crump ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Ms. Crump covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- B. Keep It Rural, Inc., hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Keep It Rural, Inc., ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Keep It Rural, Inc., covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- C. Mr. Brown hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Mr. Brown ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Mr. Brown covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and the

County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- D. The County hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and Mr. Brown from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the County ever had or now has, in law or in equity, for, upon, or by any reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, the County covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and Mr. Brown that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and Mr. Brown with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- E. These releases shall become effective only upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map.

9. **Interpretation; Headings.** All Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs, time, and uncertainty associated with the DOAH Proceeding and to arrive at a fair and reasonable agreement with regard to the Parties' dispute. All Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

11. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

12. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

13. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties.

14. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the DOAH Proceeding, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is

not intended by any party to be construed, and shall not be construed, as an admission by Mr. Brown or the County of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a mediated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances. Any party's waiver of any breach of this Agreement or forbearance from action shall not be a continuing waiver or a waiver of any other breach of this Agreement.

15. **Attorneys' Fees; Costs.** Except as set forth in Paragraph 2.E above, the Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the DOAH Proceeding and in the preparation of this Agreement, and the Parties expressly waive any and all rights to pursue an award of attorneys' fees and costs in the DOAH Proceeding.

16. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the second day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Ms. Crump:

Thelma Crump
8848 Miccosukee Road
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

(b) To Keep It Rural, Inc.:

Keep It Rural, Inc.
c/o Jeff Blair, Registered Agent
9143 Stargate Way
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

(c) To Mr. Brown:

William Glenn Brown
2802 Topaz Way
Tallahassee, Florida 32309

With a copy to:

Dan R. Stengle, Esquire
Dan R. Stengle, Attorney, LLC
502 North Adams Street
Tallahassee, Florida 32301

(d) To Leon County:

Board of County Commissioners
Attn: Vincent S. Long, County Administrator
Leon County Courthouse
301 S. Monroe Street
Tallahassee, Florida 32301

With a copy to:

Leon County Attorney's Office
Attn: Herbert W. A. Thiele, Esquire
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

18. **Effective Date**. This Agreement shall become effective upon the date of execution by the last of the Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

19. Waiver of Jury Trial. The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

WITNESSES

THELMA CRUMP

R. Phillips
Print Name: R. Phillips

By: Thelma Crump

Name: Thelma Crump

M. Wilton
Print Name: George Wilton

Date: September 8, 2014

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of ~~August~~ ^{September} 2014, by THELMA CRUMP. Said person (check one) is personally known to me or produced FL DL as identification.

(Notary Seal)

Printed Name: Dorothy Irvine
Notary Public, State of FL
Commission No. EE044976
My commission expires: 11/28/2014



WITNESSES

KEEP IT RURAL, INC.

Virginia Williams
Print Name: VIRGINIA WILLIAMS

Christin Pedersen
Print Name: Christin Pedersen

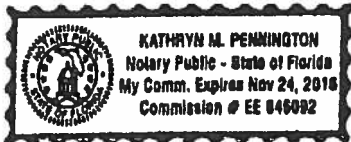
By: _____
Name: JEFF BLAIR
Its: PRESIDENT
Date: 9/8/14

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of August 2014, by JEFF BLAIR, as PRESIDENT of KEEP IT RURAL, INC., on behalf of said entity. Said person (check one) is personally known to me or produced DRIVERS LICENSE as identification.
B460-421-54-452-c


(Notary Seal)


Printed Name: KATHRYN PENNINGTON
Notary Public, State of FLORIDA
Commission No. EE 846092
My commission expires: 11/24/2016



WITNESSES

WILLIAM GLENN BROWN


Print Name: Jeremy Branch


Print Name: Paige Carter Smith

By: William Glenn Brown
Name: WILLIAM GLENN BROWN
Date: September 2, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of September 2014, by WILLIAM GLENN BROWN. Said person (check one) is personally known to me or produced _____ as identification.


(Notary Seal)



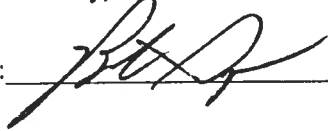
Printed Name: DAN R STENGLE
Notary Public, State of FLORIDA
Commission No. 146591
My commission expires: 7/31/2018



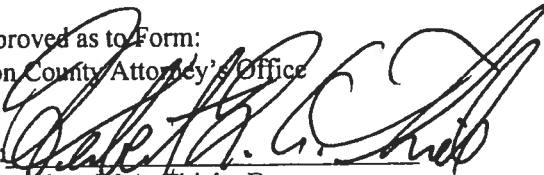
LEON COUNTY, FLORIDA

BY: 
Kristin Dozier, Chairman
Board of County Commissioners

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

BY: 

Approved as to Form:
Leon County Attorney's Office

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

ADDENDUM TO SETTLEMENT AND FORBEARANCE AGREEMENT

THIS ADDENDUM TO SETTLEMENT AND FORBEARANCE AGREEMENT (“Addendum”) is made and entered into on this ____ day of November 2014, by and between THELMA CRUMP, KEEP IT RURAL, INC., a Florida not-for-profit corporation, WILLIAM GLEN BROWN, and LEON COUNTY, FLORIDA (“County”) (collectively, “Parties”).

RECITALS:

WHEREAS, on June 5, 2014, Thelma Crump filed a “Petition for a *De Novo* Quasi-Judicial Hearing” (“Petition”) to challenge the County’s Written Preliminary Decision approving a 2,904 square foot convenience store with seven (7) fueling positions on 6.68 acres of property located approximately 330 feet north of the northeast intersection of Crump Road and Miccosukee Road in Leon County, Florida (“Commercial Project”); and

WHEREAS, on June 12, 2014, the County transmitted Ms. Crump’s Petition to the State of Florida Division of Administrative Hearings for assignment of an Administrative Law Judge to conduct an evidentiary hearing in regard to the allegations set forth in Ms. Crump’s Petition, said case being styled as *Thelma Crump v. Leon County*, DOAH Case No. 14-2741 (“DOAH Proceeding”); and

WHEREAS, on or about September 29, 2014, the Parties entered into a Settlement and Forbearance Agreement (“Settlement Agreement”) to amicably resolve the DOAH Proceeding; and

WHEREAS, pursuant to Paragraph 3 of the Settlement Agreement, the Parties’ obligations and rights thereunder are expressly made contingent upon the approval by the Leon County Board of County Commissioners (“BOCC”) of an amendment to the County’s Land Development Code (“LDC”) prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as “Rural” on the County’s Future Land Use Map within sixty (60) days of the Effective Date of the Settlement Agreement; and

WHEREAS, pursuant to Paragraph 2 of the Settlement Agreement, the Parties are required to take certain other actions within numerous other specified time-frames; and

WHEREAS, the Parties desire to enter into this Addendum to extend certain time-frames in Paragraphs 2.A. and 3 of the Settlement Agreement.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Addendum for all purposes.

2. **Extension of Time-Frames.** In connection with the Parties' execution of this Addendum and the covenants and terms herein, the Parties agree as follows:

A. Paragraph 2.A. of the Settlement Agreement is hereby amended to extend the time-frame set forth therein until and through December 19, 2014, for the BOCC to consider, at a duly-noticed public meeting, whether to amend the County's LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC 5984) on all property designated as "Rural" on the County's Future Land Use Map.

B. Paragraph 3 of the Settlement Agreement is hereby amended to extend the time-frame set forth therein until and through December 19, 2014, for the BOCC to approve an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map. In the event the County does not vote to approve the foregoing LDC amendment by December 19, 2014, the Settlement Agreement shall be null and void and the Parties shall retain all of their rights to continue with the DOAH Proceeding.

3. **Ratification.** Except as specifically modified or supplemented by Paragraph 2 above, the Settlement Agreement remains in full force and effect and is hereby ratified and confirmed by the Parties. From and after the last date of execution of this Addendum, all references to the Settlement Agreement shall be deemed to refer to the Settlement Agreement as supplemented by this Addendum.

4. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties hereto and all of which shall constitute one and the same agreement. The Parties hereto further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Addendum fully and legally effective, binding, and enforceable as between them and as against third parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

WITNESSES

THELMA CRUMP

[Signature]
Print Name: Joshua S. Hoge

By: Thelma Crump

Name: Thelma Crump

[Signature]
Print Name: Lee Sanders

Date: November 18, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of November 2014, by THELMA CRUMP. Said person (check one) is personally known to me or produced _____ as identification.

(Notary Seal)

Printed Name: [Signature]
Notary Public, State of Florida



My Commission expires: _____

WITNESSES

KEEP IT RURAL, INC.

[Signature]
Print Name: Lynette Narr

[Signature]
Print Name: Steve Roberts

By: [Signature]
Name: JEFF BLAIR
Its: PRESIDENT
Date: 11/18/14

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of November 2014, by Jeff Blair, as President of KEEP IT RURAL, INC., on behalf of said entity. Said person (check one) is personally known to me or produced _____ as identification.

(Notary Seal)

Printed Name: Dani Hays
Notary Public, State of Florida



WITNESSES

Sarah E Beath
Print Name: 11-17-14
Sarah E Beath
R. M. Wierk
Print Name: R. M. Wierk

WILLIAM GLEN BROWN

By: William Glen Brown
Name: William G Brown
Date: 11-17-2014

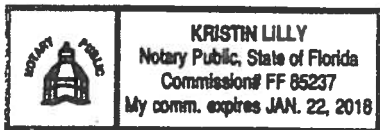
STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17 day of November 2014, by WILLIAM GLEN BROWN. Said person (check one) G is personally known to me or G produced FL DL as identification.

(Notary Seal)

Kristin Lilly
Printed Name: Kristin Lilly
Notary Public, State of Florida
Commission No. FF 85237
My commission expires: 1-22-18



LEON COUNTY, FLORIDA



BY: Mary Ann Lindley
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: [Signature]

Approved as to Form:
Leon County Attorney's Office

BY: [Signature] FOR
Herbert W.A. Thiele, Esquire
County Attorney

**Leon County
Board of County Commissioners**

Notes for Agenda Item #18

Leon County Board of County Commissioners

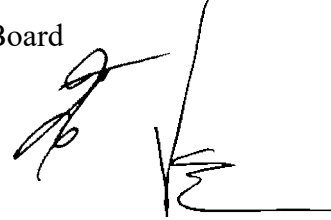
Agenda Item #18

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Vincent S. Long, County Administrator



Title: Pearl in the Wild Code Violation

Review and Approval:	Herbert W.A. Thiele, County Attorney Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Jessica Icerman, Assistant County Attorney

Statement of Issue:

This agenda item seeks the Board's authorization to file a declaratory action, permanent injunction, and other appropriate causes of action against Mr. John Douglas Williams and Mrs. Nancy Irene Williams as the owners of the property located at 1848 Jefferson Road and Pearl in the Wild, LLC as the operator of the event venue known as Pearl in the Wild for violating the Leon County Code of Laws.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Authorize the County Attorney to file a declaratory action, permanent injunction, and other appropriate causes of action against Mr. John Douglas Williams and Mrs. Nancy Irene Williams as the owners of the property located at 1848 Jefferson Road and Pearl in the Wild, LLC as the operator of the event venue known as Pearl in the Wild, for violating the Leon County Code of Laws.

Report and Discussion

Background:

Pearl in the Wild is an event venue that consists of a ~12,432 square foot structure and a ~2,040 square foot bridal suite with a stated occupancy load of 625 and 73, respectively, for a total occupancy capacity of 698. Pearl in the Wild is located at 1848 Jefferson Road (Parcel ID: 1317202320000) (“Subject Property”) (Attachment #1). The Subject Property is located in the Rural Zoning District and is designated as Rural in the Tallahassee-Leon County Comprehensive Plan Future Land Use Map. The venue is on a 22.75 +/- acre parcel and is surrounded on the northside by 110 +/- acre parcel also owned by the Williamses. There is also a large tract of vacant land owned by a third party on the southside of the Subject Property. Currently, the Subject Property has an agricultural exemption classification.

In January 2016, Mr. Williams met with Mr. Jud Allen, the County’s Chief Building Official at that time, to discuss the use of the Subject Property. During this meeting, Mr. Williams indicated his intention to construct an agricultural barn to be used for only agricultural purposes. Mr. Allen advised that nonresidential farm buildings were exempt from the Florida Building Code, but should Mr. Williams desire an electrical connection be made to such building, an inspection of the connection point would be necessary for the respective power provider to energize the line.

Understanding such, on January 6, 2016, Mr. Williams applied for an electrical permit from Leon County. The application indicated that the structure on the Subject Property was an “agricultural exempt barn.” The County, therefore, did not review any building plans in connection with the electrical permit in accordance with Section 604.50, Florida Statutes, which exempts nonresidential farm buildings from the Florida Building Code and from local government regulations. The electrical permit was ultimately issued by the County and passed final inspection; although the electrical inspection only addressed the electrical service and not any of the interior electrical installation.

It is our belief and understanding that Pearl in the Wild began operating as an event venue in December 2017, although the County was not aware of its active operation at this time. In January 2018, Mr. Williams hired an architect, Mr. Kenneth Sweeny, AIA, to review the two structures, which were already constructed, and to prepare building plans for a building permit and change of use from an existing barn to an assembly/banquet hall. In October 2018, building plans were submitted for review to determine the eligible use and compliance with Florida Building Code when the County initially identified concerns with the permit application.

In May 2019, the County became aware of events being held at Pearl in the Wild and began investigating to determine if Pearl in the Wild was operating as an unpermitted use and allowing the public to occupy two unpermitted structures. An introductory site visit was performed on June 24, 2019 between a representative of Pearl in the Wild and the County’s Chief Building Official, Development Services staff and Environmental Services staff.

On July 10, 2019, a second site visit was performed at Pearl in the Wild to meet the property owner and ascertain why events were being held in newly constructed buildings without permits. Those present included Mr. Williams, the County's Chief Building Official, County Development Services staff, County Environmental Services staff, the Department of Health ("DOH"), and the City of Tallahassee Fire Department. During the site visit, several building code violations were noted, including but not limited to: inadequate supports on cross-beams, inadequate beam sizing and type, lack of fire alarms or fire suppression, electrical outlets near water bibs, non-tempered glass, and inadequate exit doors. The various building code violations are an immediate danger to the public health, safety, and welfare. However, the building code violations are rendered moot because the use of the Subject Property as an event venue is an unpermitted use within the Rural Zoning District.

On July 16, 2019, Mr. Doug Williams met with the County staff, including the County's Chief Building Official, to discuss the use violation and the building code violations. At that time, staff emphasized the danger of hosting events within unpermitted structures to Mr. Williams.

Also, on July 16, 2019, the DOH issued a Notice of Violation for the use of a drinking well without an operating permit. On July 19, 2019, the DOH issued another Notice of Violation for the illegal construction, installation, and operation of a septic system.

Also, on July 19, 2019, County staff met with Mr. Sweeney, the architect, to discuss the use violation and Florida Building Code issues within the two structures.

After additional research, on July 30, 2019, the County issued a Notice of Violation ("NOV") for Sections 10-6.612, 10-6.202(b)(3), 10-6.202(c), 10-6.107(b), 10-4.601(a), and 10-4.212(b)(3). The NOV ordered Mr. and Mrs. Williams to cease all use of the Subject Property by August 6, 2019. Based on conversations with Mr. Williams and social media posts, staff believes that events continue to be hosted or will be hosted in violation of Leon County Code of Laws and in violation of the NOV letter.

Additionally, on July 30, 2019, the County issued a Notice of Denial of the Building Permit. Although the County had concerns regarding the lack of fire suppression and fire alarm systems, the County denied the building permit based on the proposed illegal use of the structures since event venues are not a permitted use within the Rural Zoning District. Accordingly, no members of the public should be occupying the two structures.

On August 14, 2019, staff meet with Mr. Charles Gardner, attorney for Mr. Williams. The violations were discussed as well as the State agritourism exemption, which is not applicable to under these circumstances. On August 16, 2019, Mr. Williams stopped by the Department of Development Support and Environmental Management to inquire about agritourism. Staff provided Mr. Williams with the agritourism law and explained that the law did not apply to his situation, as discussed further below.

Analysis:

This agenda item seeks the Board’s authorization to file a declaratory action, permanent injunction, and other appropriate causes of action against Mr. John Douglas Williams and Mrs. Nancy Irene Williams as the owners of the property located at 1848 Jefferson Road and Pearl in the Wild, LLC as the operator of the event venue known as Pearl in the Wild for violating the Leon County Code of Laws. Specifically, an event venue is being operated within the Rural Zoning District, in violation of the Rural Zoning District regulations. Further, the two structures on the Subject Property are not in compliance with the Florida Building Code.

The Pearl in the Wild code violation is not appropriate to bring before the County’s Code Enforcement Board (“CEB”). The CEB can impose liens against a property for each day a violation occurs, however, the maximum fines imposed are \$250 per day for an initial violation and \$500 per day for a repeat violation. The Pearl in the Wild is renting out its venue at prices starting at \$4,000 and ranging up to \$6,000. The fines may just be accepted by Pearl in the Wild as a cost of doing business. Additionally, the CEB does not have the power to impose an injunction to prohibit events from occurring on the Subject Property. Considering the limitations of the CEB, the health, safety, and welfare of the public, and the exposure of liability on the County, staff recommends pursuing a lawsuit in lieu of seeking compliance through the CEB. A lawsuit would request the Circuit Court to declare that the operation of Pearl in the Wild as an event venue is a violation of the Leon County Code of Laws and would seek a permanent injunction to prohibit use of the Subject Property as an event venue in violation of the Leon County Code of Laws.

Violations

The operation of Pearl in the Wild as an event venue and the use and occupancy of the unpermitted two structures on the Subject Property constitutes a violation of Sections 10-6.612, 10-6.202(c), 10-6.107(b), 10-4.601(a), and 10-4.212(b)(3) of the Leon County Code of Laws.

First, Section 10-6.612 provides the standards for the Rural Zoning District. The intent of the Rural Zoning District is to “maintain and promote agriculture, silviculture and natural resource-based activities, preserve natural systems and ecosystem functions, and protect the scenic vistas and pastoral development patterns that typify the county's rural areas.” Allowable land uses within this district include agriculture, silviculture, ecotourism-based activities (camping, fishing, agritourism, etc.), very low density residential, and community and passive recreational facilities. Certain commercial activities, such as botanical gardens, veterinary clinics, and outdoor sport shooting ranges, are also considered a restricted use but must meet intersection location standards. The Subject Property does not meet the intersection location standards because it is not on or near the intersection of an arterial/arterial or arterial/major collector roadway. Accordingly, the Pearl in the Wild event venue is not a permitted use in the Rural Zoning District and also does not meet the commercial location standards for the Rural Zoning District.

Second, there is a violation of Section 10-6.202(c) since the two structures are being occupied by the public. Section 10-6.202(c) states:

It shall be unlawful to use or occupy, or to permit the use or occupancy of any building or premises or both, or part of such building or premises created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure after May 1, 1992, until a certificate of occupancy stating that the proposed use of the building or land conforms to the requirements of this division has been issued therefor by the County Administrator or designee. (emphasis added.)

Leon County has not issued a certificate of occupancy for either structure located on the Subject Property; however, the Subject Property is actively being used and occupied by the public as an event venue.

Third, Section 10-6.107(b) states:

No development, structure, or land shall be used or occupied, and no building or structure or part thereof shall hereafter be erected, altered, or moved except in conformity with all of the provisions in [Chapter 10, Article VI, Leon County Code].

As discussed above, both structures on the Subject Property were erected and are being actively used and occupied in violation of Section 10-6.612, which is part of Chapter 10, Article VI, Leon County Code.

Fourth, Section 10-4.601(a) states:

It shall be a violation of this division for any person to engage in development activity, or to destroy or remove or cause the destruction or removal of any protected tree, without complying with the stormwater management, landscaping, tree protection, permitting, and enforcement provisions set forth by applicable codes, ordinances, and regulations.

Lastly, Section 10-4.212(b)(3) states in relevant part:

No certificate of occupancy shall be issued, nor any building or premises occupied, unless and until the director has determined after final inspection that all work, including installation of all stormwater management facilities, landscaping and other permitted components have been installed in accordance with the approved permit; that any tree protection or removal activity has been carried out according to the approved permit and plan; and that all required easements have been obtained, documented, and recorded in the public records.

The two structures on the Subject Property are being occupied without any environmental management permits or inspections. Any environmental violations will require mitigation, as appropriate.

Overall, continued use of the Subject Property as an event venue constitutes a violation of the Leon County Code and is a public health, safety, and welfare concern. Although the County has prosecutorial discretion when it comes to enforcing its Code, the County may be found liable in a civil suit if someone is injured as a result of the failure to comply with the Leon County Code.

Agritourism

Pearl in the Wild is located on a parcel with an agricultural exempt classification. This classification is determined by the Property Appraiser and provides the property with certain protections and state preemptions. After consulting with his attorney, Mr. Williams has raised agritourism as a defense to the County's NOV; however, agritourism is not a valid defense.

Section 570.85, Florida Statutes, provides that "a local government may not adopt or enforce a local ordinance, regulation, rule, or policy that prohibits, restricts, regulates, or otherwise limits an agritourism activity on land classified as agricultural land . . .". Per Section 570.86, Florida Statutes, "agritourism activity" is defined as:

any agricultural related activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, **civic, ceremonial,** training and exhibition, or harvest-your-own activities and attractions. ***An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public.*** An activity is an agritourism activity regardless of whether the participant paid to participate in the activity. (emphasis added.)

Pearl in the Wild is not an agritourism activity because the two structures are new structures or facilities "intended primarily to house, shelter, transport, or otherwise accommodate members of the general public." The structures were built around 2016-2017 and were never intended or used for agricultural purposes. Therefore, the event venue does not fall within the definition of "agritourism activity" and must fully comply with the Leon County Code of Laws.

Compliance Agreement

Mr. Charles Gardner has been retained to represent Pearl in the Wild, LLC and the property owners. In lieu of a lawsuit, Mr. Gardner has proposed a compliance agreement to resolve the outstanding code violations. As proposed, the compliance agreement would allow Pearl in the Wild to continue operating until the spring of 2020 to allow Mr. Williams to fulfill all the contracts for events that are currently scheduled.

The County Attorney's Office advises against entering a compliance agreement and instead recommends pursuing litigation in order to protect the public health, safety, and welfare. However, should the Board direct staff to enter a compliance agreement, the County Attorney's Office recommends filing the lawsuit and then enter a court-supervised compliance agreement. This would allow the court to immediately enforce any infractions and retain jurisdiction until full compliance is achieved. In addition, the County Attorney's Office would suggest the following conditions:

- No hosting of events until all the below conditions are met;
- The two structures must be brought into compliance with the Florida Building Code and pass all final inspections;
- Clearance from the DOH to operate as an event venue and compliance with any and all DOH conditions;
- Clearance from the City of Tallahassee Fire Department to operate as an event venue and compliance with any and all Fire Department conditions;
- Notification of all events and expected attendance at least 7 days in advance of event;
- Waiver of any estoppel claims against Leon County; and
- Waiver of liability and indemnification of Leon County in the event of any claims.

After the completion of the contracts in the spring of 2020, the compliance agreement would provide that no events may be hosted at Pearl in the Wild without the appropriate approvals from Leon County. Accordingly, Pearl in the Wild may not operate as an event venue after the spring of 2020 unless Pearl in the Wild is converted to a use that is permitted within the Rural Zoning District or the Rural Zoning District is amended to allow event venues.

The pros of entering the compliance agreement are:

- Avoid litigation costs; and
- Allow most scheduled events to continue.

The cons of entering the compliance agreement are:

- Exposes the County to liability should damage result from allowing the event venue to operate in violation of the Leon County Code;
- Requires significant work and money to bring the property into compliance with the Florida Building Code when more than half of the large structure may be demolished to bring it into compliance with the current code (5,000 square foot maximum per structure if converted to a community service); and
- Sets a precedent for other uses that may be operating illegally within Leon County.

Should the Board wish to consider allowing event venues in the Rural Zoning District, the Board has a separate agenda item discussing the policy implications of such a change.

Options:

1. Authorize the County Attorney to file a declaratory action, permanent injunction, and other appropriate causes of action against Mr. John Douglas Williams and Mrs. Nancy Irene Williams as the owners of the property located at 1848 Jefferson Road and Pearl in the Wild, LLC as the operator of the event venue known as Pearl in the Wild for violating the Leon County Code of Laws.
2. Authorize the County Attorney to file a declaratory action, permanent injunction, and other appropriate causes of action against Mr. John Douglas Williams and Mrs. Nancy Irene Williams as the owners of the property located at 1848 Jefferson Road and Pearl in the Wild, LLC as the operator of the event venue known as Pearl in the Wild for violating the Leon County Code of Laws and direct the County Attorney to negotiate a Compliance Agreement, under the supervision of the Court, to allow Pearl in the Wild to operate until April 2020 with the above noted conditions and authorize County Administrator to execute.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Map of location

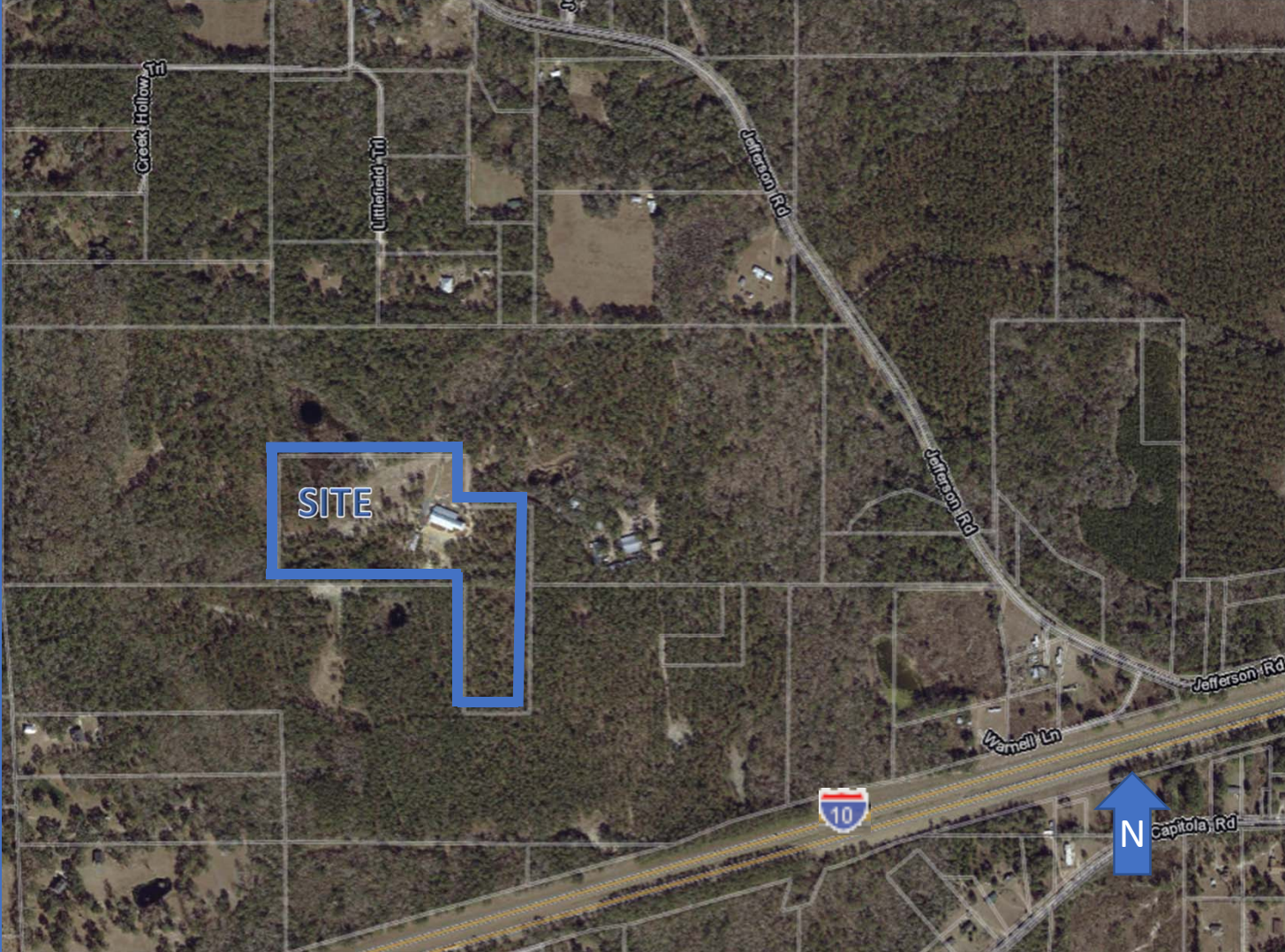
Site Location Map

Parcel I.D.:
13-17-20-232-000-0

Property Owner:
Williams, John D.
and Nancy I.

Acreage:
23 Ac +/-

Zoning District:
Rural



**Leon County
Board of County Commissioners**

Notes for Agenda Item #19

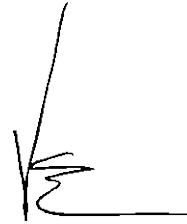
Leon County Board of County Commissioners

Agenda Item #19

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Housing Leadership Council of Tallahassee-Leon County Funding Request

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

Statement of Issue:

This item seeks Board consideration of a funding request by the Housing Leadership Council of Tallahassee-Leon County (Leadership Council).

Fiscal Impact:

This item has a fiscal impact. The Leadership Council is requesting funding in the amount of \$20,000 each from the County and City of Tallahassee for FY 2020. The tentative FY 2020 budget includes \$5,000 for the Leadership Council; a like amount was provided in FY 2019. State Housing Initiative Partnership funds are available to support the additional \$15,000 required to meet the County's remaining portion of the funding request.

Staff Recommendation:

Option #1: Approve additional funding of \$15,000 to the United Partners for Human Services for the Housing Leadership Council of Tallahassee-Leon County, for a total funding amount of \$20,000 for FY 2020.

Report and Discussion

Background:

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

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

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

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

As requested by the Housing Leadership Council of Tallahassee-Leon County (Leadership Council), this item recommends providing a total of \$20,000 in support of the Leadership Council for FY 2020. The proposed FY 2020 budget includes continuation funding of \$5,000; existing State Housing Initiative Partnership (SHIP) funds are available to support the remaining \$15,000 required to meet the total request amount. The City of Tallahassee (City) has approved the Leadership Council's funding request in the amount of \$20,000.

The Leadership Council is anticipated to require a similar level of funding for FY 2021. If the FY 2020 request is approved, a budget discussion item will be prepared next year for the Board's consideration regarding funding for FY 2021. The item will provide a status report on the actions that have been taken by the Leadership Council to accomplish its primary functions and goals outlined in its request.

On December 11, 2017, following two joint Workshops with the City Commission (October 27, 2016 and October 26, 2017) to discuss mutual affordable housing efforts and to receive recommendations from the joint Tallahassee-Leon County Affordable Housing Workgroup (Workgroup) established by the Commissions, the Board held its Annual Retreat and adopted the implementation of the Workgroup's 13 recommendations as a strategic initiative. The Board ratified the actions taken at the Retreat during the January 23, 2018 regular meeting.

One of the recommendations of the Workgroup was to explore the viability of establishing the Leadership Council as a public/private partnership that would serve as the entity to foster greater collaboration and coordination among affordable housing stakeholders. As recommended by the Workgroup, the primary functions of the Leadership Council include:

- Holding bimonthly and/or quarterly meetings with all affordable housing stakeholders to share data, best practices, and leverage resources.
- Collecting, maintaining, and promoting local affordable housing data, including an inventory of affordable rental housing units, the percentage of County and City residents that are cost

burdened by housing; and work with Big Bend Continuum of Care to collect and maintain data on the homeless population.

- Promoting affordable housing programs and services by operating as the clearinghouse for public information including down payment assistance programs, home rehabilitation programs, emergency housing repair programs, rapid rehousing programs, homebuyer education programs, etc.

The Workgroup found that many of the affordable housing programs in the community were disjointed and stakeholders operated in silos which limited the potential for developing affordable housing in the community. The primary functions of the Leadership Council is expected to lead to increased private financial investment in affordable housing, greater participation of builders in the development of single-family and multi-family housing projects and improve residents' access to housing programs and services. Additionally, the Leadership Council could better position the County, City, and not-for-profit organizations for grant opportunities that build the stock of affordable housing.

As discussed in the analysis section, by bringing together financial institutions and developers the Leadership Council will work to develop new programs that currently do not exist in the community. These new programs would provide mortgages to residents with low credit through greater participation of more financial institutions thereby mitigating and spreading potential risk to the financial institutions; public/private partnerships by enhancing financial incentives to developers (such as reduced lending rates) with possible corresponding lower regulatory costs (reduced development fees); and the removal of barriers to affordable rental units for low-income residents through lease payment guarantees to landlords and property owners. In addition, the Leadership Council's programs will complement the community land trust's work by providing new opportunities for mortgages for clients of the land trust.

On June 19, 2018, the Board allocated one-time funding in the amount of \$5,000 to the United Partners for Human Services (UPHS) to provide administrative support to the Leadership Council including establishing the organizational structure and member recruitment. This represented one-half of the \$10,000 request made by UPHS for administrative support; the City provided the other \$5,000. UPHS utilized the funds for salary of a part-time Executive Director and development of a web-based directory of housing programs and services.

It was anticipated that any future County and City funding would be in the form of membership dues incurred by organizations that participate in the Leadership Council. Initially, membership dues for large organizations such as the County and City were established at \$5,000 annually and as a result was included in the FY 2020 tentative budget. However, the Leadership Council determined that greater County and City investment is required in order to attract more private participation and build upon its effort to increase access to affordable housing programs, services, and information.

On August 15, 2019, the Leadership Council submitted a funding request in the amount of \$20,000 for operating expenses that include salary for a full-time Executive Director, formation of an

independent 501(c)(3) organization, establishment of a website and development of a report on the state of housing and affordable housing in the community (Attachment #1).

Analysis:

The Leadership Council was established in October 2018. Since its inception the organization has focused on the establishment of its governance structure, membership recruitment, and the development of a Housing Resources webpage that features housing programs and services available to Leon County residents. The Executive Committee of the Leadership Council represents a cross section of affordable housing stakeholders and includes the following:

- Lisa Brown, Tallahassee-Leon Federal Credit Union
- Antoine Wright, Habitat for Humanity
- Kyndra Light, Precision Building and Renovation
- Chuck White, Beatitude Foundation
- Wallisa Cobb, Cobb Realty
- Shington Lamy, Leon County
- Michael Parker, City of Tallahassee

In January 2019, UPHS contracted with Ericka McKibbin to serve as the part-time Executive Director of the Leadership Council. Over the past several months the Leadership Council has focused on growing the membership of the organization to reflect all industries that impact affordable housing. This recruitment effort included hosting two membership meetings; presentations to local groups including the Housing Finance Authority of Leon County, Tallahassee Builders Association and Tallahassee Board of Realtors; and participation in events and forums that provide the opportunity to engage in conversations on the need for more affordable housing such as the 32304 Summit for Prosperity and the Greater Tallahassee Chamber of Commerce Conference.

The Leadership Council also developed a Housing Resource webpage on the UPHS website that serves as the central location for affordable housing programs and services such as down payment assistance, foreclosure prevention, and housing rehabilitation services available through the County, City, Housing Finance Authority of Leon County, Habitat for Humanity, Tallahassee Lenders Consortium, and other local partners.

Over the next two years, the Leadership Council will work to recruit institutions, primarily in the private sector, that have not traditionally invested in the development of affordable housing. The intended result is to develop collaborative and coordinated initiatives that improve access to affordable housing. These initiatives would include the establishment of programs that provide mortgages to residents with low credit through greater participation of financial institutions to mitigate potential risk, enhanced regulatory and financial incentives to developers to build affordable housing in new subdivisions throughout Tallahassee-Leon County, and remove barriers to affordable rental units for low-income residents and special population such as the homeless and ex-felons through the establishment of lease payment guarantees to landlords and property owners.

These Leadership Council initiatives would also complement the efforts of the County to increase the stock of affordable housing through programs such as the community land trust. As previously presented to the Board, the community land trust model preserves the affordability of housing in perpetuity by separating the land, which remains in ownership to the community land trust organization, from the home. Typically, community land trust homeowners cannot secure mortgages through the traditional market and as a result investment in this population requires the participation of numerous financial institutions to mitigate potential risk. The Leadership Council's initiatives will be a key partner working with the community land trust by providing financing that is not currently available.

In order to recruit and grow its private sector membership, the Leadership Council will offer promotional opportunities on its website, social media platforms and print publications; consideration of appointment to the Leadership Board of Directors; and exclusive access to Leadership Council-sponsored social events. The organization will also continue to hold community-wide meetings and participate in dialogues that address the need for affordable housing in Tallahassee-Leon County. It will build the Housing Resource webpage and develop an independent website that will provide information on local affordable housing data, including an inventory of available affordable rental housing units and the percentage of County residents that are housing cost burdened (those who spend more than 30% of their income on housing).

Additionally, over the next two years the Leadership Council will develop its inaugural comprehensive report on the state of housing and affordable housing in Tallahassee-Leon County. The report will include data and provide an analysis on single-family and multi-family development, home purchases, and residential rental trends. The report will also provide data and an analysis on the inventory of affordable housing in Tallahassee-Leon County and the number of residents that are cost burdened by housing. The report will be developed in conjunction with the Tallahassee Builders Association, Tallahassee Board of Realtors, the Florida Housing Coalition, Big Bend Continuum of Care, County and City Housing departments, Office of Economic Vitality, GIS, and other local housing partners.

As it continues to grow its membership and define its organizational structure, the Leadership Council is requesting funding in the amount of \$20,000 from the County for FY 2020 to accomplish the priorities set for the second year which include establishing itself as an independent 501(c)(3) organization, developing a state of the art and interactive website that serves as a clearinghouse of local affordable housing programs, services, and data to residents, businesses, employers, developers, not-for-profits, and government, and provide a report on the state of housing and affordable housing in Tallahassee-Leon County. The Leadership Council has also requested \$20,000 from the City. The Leadership Council funding request from the County represents 17% of its FY 2020 budget. The other funding sources include the City, UPHS, individual members and sponsors known as "Founding Prosperity Builders". The Founding Prosperity Builders is comprised of private businesses and organizations such as financial institutions, developers, and realtors. These agencies will contribute the majority of the revenue for the Leadership Council's FY 2020 budget.

County FY 2020 funds will be utilized for salary and benefits, development of the Leadership Council's website and reports, establishment as a 501(c)(3) organization, and other operating

expenses. The tentative FY 2020 budget includes \$5,000 to UPHS for administrative support to the Leadership Council which matches the amount allocated in FY 2019. Approximately \$15,000 is available in SHIP funds that will provide the Leadership Council the remaining amount needed to meet the \$20,000 request for FY 2020. SHIP is the primary source of funding of the County's Housing Program. Up to 10% of SHIP funding may be utilized for administrative functions such as salaries and contractual services. In July 2017, the County was allocated \$426,361 in SHIP funds that must be fully expended by June 30, 2020; \$15,000 is available from these funds to support the Leadership Council's funding request. The Florida Housing Finance Corporation, which administers SHIP, has indicated that allocating funds to the Leadership Council would be an appropriate use of SHIP dollars. The FY2020 Agreement with UPHS will include language that reflects the services that will be provided with the SHIP funds.

UPHS will continue to provide administrative support to the Leadership Council through a separate contract with the Executive Director and will continue to serve as the fiscal agent of the organization. As a result, UPHS will be the recipient of the Leadership Council's funds. The County currently contracts with UPHS to provide technical support and guidance to human services agencies that are funded through the Community Human Service Partnership (CHSP). As a part of the County's agreement with UPHS, benchmarks will be established to expend the \$20,000 requested by the Leadership Council. The benchmarks will include development of the website and submittal of the report on the state of housing and affordable housing.

As previously mentioned, the Leadership Council is anticipated to require a similar level of funding in FY 2021. A budget discussion item will be prepared next year for the Board's consideration regarding the Leadership Council's funding for FY 2021. The item will provide a status report on the actions taken by the Leadership Council to accomplish its primary functions and goals outlined in their request. SHIP funding may also be available for future funding requests, pending annual approval by the Legislature. After FY 2021, the level of County and City funding is anticipated to reduce as the membership of the organization expands.

Options:

1. Approve additional funding of \$15,000 to the United Partners for Human Services from SHIP funds for the Housing Leadership Council of Tallahassee-Leon County, for a total funding amount of \$20,000 for FY 2020.
2. Do not approve additional funding of \$15,000 to the United Partners for Human Services for the Housing Leadership Council of Tallahassee-Leon County, for a total funding amount of \$20,000 for FY 2020.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Housing Leadership Council of Tallahassee-Leon County Report and Funding Request



Wednesday August 15, 2019

Housing Leadership Council Request:

The Housing Leadership Council of Tallahassee-Leon County is requesting continued funding for the 2019-2020 fiscal year. The HLC was founded in October 2018 through joint investment by the City of Tallahassee and Leon County in response to a citizen Affordable Housing Workgroup recommendation. The HLC serves as a network of housing stakeholders that collaborate and coordinate to promote housing affordability, programs and services to increase the inventory of low-cost housing in Tallahassee-Leon County. United Partners for Human Services (UPHS) has served as the administrative and fiscal agent for the HLC since that time.

Over the past ten months, the HLC has been focused on building organizational structure, priorities, and stakeholder engagement. Accomplishments include- 1) Selection of Founding Executive Committee which includes Chair Lisa Brown, Tallahassee-Leon Federal Credit Union; Vice Chair Antoine Wright, Habitat for Humanity; Secretary Kyndra Light, Precision Building & Renovating; and Treasurer Chuck White, local developer and homeless advocate; Membership Director Wallisa Cobb, owner/broker at Cobb Realty. 2) Launch of Housing Resource Page, 3) Establishment of 3 Task Forces (Data/Policy/Education), 3) On-going housing stakeholder meetings, and 4) Kick-off of the Founding Prosperity Builder Campaign. (A full scope of our activities are included 'HLC-UPHS2019Update' document.) The HLC is uniquely positioned to create an impactful public-private partnership to bring all sectors together to tackle chronic issues along the continuum of affordable, low-cost housing needs.

Year Two and Three Priorities include:

Priority Area 1: **Convene** housing champions across all sectors.

- Grow Individual Membership base to 200+.
- Incubate partnerships that result in new housing stock options.

Priority Area 2: **Educate** on the housing realities and resources in our community.

- Build out a robust online clearinghouse to share current data, best practices, and research on affordable housing programs and services.
- Explore policy options to generate future housing alternatives.
- Develop interactive map of current housing inventory and development potential.

Priority Area 3: **Create** an increase in the housing supply that meets the needs of all.

- Facilitate cross-sector collaborative projects to create new housing stock options.

In addition to the priorities listed above, the HLC will serve as a catalyst for collaboration, education, and intentional business development to ensure that everyone in our community has access to safe, stable, low-cost affordable housing. This will be informed by the development of baseline data on the health and status of housing in our community. While there are many working in the housing arena, the HLC proposes to develop an annual report on the status of housing. This report would look at the full scope of housing inventory and how affordability is impacted through analysis of several key indicators like income, jobs, housing support services demand, health, education, etc. At the end of three years, a comprehensive report will be produced that includes relevant trends and future forecasting for our local housing ecosystem. With this in mind, we have secured the commitment of Florida State University's Urban and Regional Planning Department to partner on this research initiative.

Requested Support Level:

The HLC is respectfully requesting funding at \$20,000 to support staffing and infrastructure needs including 501c3 incorporation, online resource directory, and housing research for the next two years. This request equates to 17% of the total HLC budget for 2019-2020. The primary funding source for HLC will be our Founding Prosperity Builders which are private organizations such as Tallahassee-Leon Federal Credit Union and Precision Building & Renovating in the amount of \$90,000. United Partners for Human Services (UPHS) will continue to serve as the fiscal and administrative agent until it becomes an independent 501c3 and have committed to subsidizing council at \$4,500 annually. (See projected revenue and proposed budget below.)

Return on Investment: The HLC sees Leon County Government as a critical partner in addressing the growing crisis in the availability and access to affordable, low-cost housing. This is an important issue facing our community which requires cross-sector collaboration. Government serves as a key player in finding sustainable solutions. Through continued support of the HLC, the County will:

- Continue to demonstrate the commitment to be a leader in addressing affordable, low-cost housing needs.
- Serve as a Founding Prosperity Builder creating a community of philanthropy and social impact investment around this issue.
- Lead the direction of the HLC and its priorities as an executive committee member on the Advisory Board.
- Generate opportunities for innovative solutions that engage all sectors (public, private, and social).
- Invest in the development of key research to inform solutions, policies, and action.



County HLC Support Request
Wednesday, August 15, 2019

2019-2020 Revenue Projections

Funding Source	Description	Amount
City of Tallahassee	Support for Staff/Fiscal Oversight/Service Delivery (17% of 19-20 Projected Budget)	\$20,000
Leon County	Support for Staff/Fiscal Oversight/Service Delivery (17% of 19-20 Projected Budget)	\$20,000
UPHS	Subsidize following services (liability insurance, occupancy, bookkeeping, bank fees)	\$4,500
HLC 2019-2020 Membership Drive	200 Individual Members @ \$15=\$3,000	\$3,000
Founding Prosperity Builders	Investment levels range from \$1K to \$10K	\$90,000
	TOTAL	\$137,500

2019-2020 HLC Budget

Category	Description	Amount
Staffing	Full-time HLC Director @ \$60K including fringe benefits/ payroll taxes (\$4,590) , and health insurance (\$6K).	\$76,590
Accounting	UPHS Bookkeeper Time (10 hours x 12 months x \$125/hr)	\$15,000
Marketing	Website Maintenance Social Media Boosted Posts Design of Membership Collateral Items	\$5,000
Membership Meetings	Annual Membership Meeting (\$2,000) Monthly Executive Committee/Board Meetings Annual Affinity Meetings (4 meetings x \$200= \$800) Annual Board Retreat (\$1,200)	\$4,000
Clearinghouse	Development of Online Clearinghouse (inclusive of current data, best practices, and research)	\$3,000
Incorporation & 501(c)3 Preparation/Filing	Florida Incorporation (\$70) 501(c)3 Preparation (\$2,330) & IRS Filing (\$600)	\$3,000
Office Supplies	Miscellaneous Office Supplies including HLC Director computer	\$5,000
Postage	Miscellaneous Postage for Council business	\$500
Printing	Membership Recruitment, Educational, Fundraising Packets and Meeting Materials. Business cards.	\$3,000
Fiscal Year 19/20 Budget	Total	\$115,090
Reserves		\$22,410

**Leon County
Board of County Commissioners**

Notes for Agenda Item #20

Leon County Board of County Commissioners

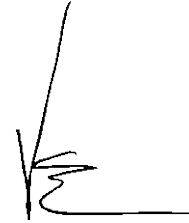
Agenda Item #20

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Computer Aided Dispatch Maintenance and Support Agreement Renewal



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Pat Curtis, Director, Office of Information and Technology Tim Barden, Budget Manager

Statement of Issue:

This agenda item seeks Board approval to renew a five-year Maintenance and Support Agreement with Motorola for the Consolidated Dispatch Agency's (CDA) computer aided dispatch (CAD) system.

Fiscal Impact:

This item has a fiscal impact. The Consolidated Dispatch Agency's (CDA) is jointly funded by the County and the City of Tallahassee in a proportion of 34.2% and 65.8%, respectively. The FY 2020 Tentative Budget includes the County's portion (\$196,845) of the agreement. The County's total cost over the five-year period is \$1,053,986.

Staff Recommendation:

Option # 1: Approve the five-year renewal of the Maintenance and Support agreement (Attachment #1) with Motorola for its PremierOne CAD and PremierOne Mobile solutions for the period of 10/01/2019 through 09/30/2024, and authorize the County Administrator to execute in a form approved by the County Attorney

Report and Discussion

Background:

This agenda item seeks the Board's approval of a five-year renewal of the Maintenance and Support Agreement with Motorola for its PremierOne CAD and PremierOne Mobile solutions for the period of 10/01/2019 through 09/30/2024 (Attachment #1). This is a contract extension of the existing licensing and support agreement for the computer-aided dispatch software/hardware system that ends September 30, 2019 and is a joint agreement between the County, the City of Tallahassee, and the Sheriff's Office. The City is considering this agreement renewal at the City's September 25th Commission meeting. The Sheriff's Office has already approved the agreement.

The Motorola CAD is utilized by the Consolidated Dispatch Agency (CDA) and provides dispatch services to the Leon County Sheriff's Office (LCSO), the Leon County Emergency Medical Services (LCEMS), the Tallahassee Police Department (TPD), and the Tallahassee Fire Department (TFD). The expenses and operations of the CDA are governed by an interlocal agreement (Attachment #2). The Agreement outlines which services are to be provided by the County, Sheriff, and City. For example, the County is responsible for the maintenance of the Public Safety Complex and the City provides their proportionate share of the funding. Correspondingly, the City is responsible for the technical support of the CAD on behalf of the CDA and the County provides a proportionate share of the funding. Pursuant to the agreement, the costs are shared based on the unincorporated/incorporated population split. Based on the most recent population census the current allocation is 65.8% City and 34.2% County.

The CDA uses Motorola's PremierOne CAD solution for its computer-aided dispatching. The City and County law enforcement, Fire Department, and LCEMS use Motorola's PremierOne Mobile solution for access to CAD information in the field as well as feeding calls for service data to report writing systems. A maintenance and support agreement with Motorola has been in place since November 1, 2014 for the software licensing, support, associated interfaces with Fire and EMS, and a hardware refresh.

The City of Tallahassee supports the technology for the CDA and manages the Motorola agreement as well as supporting TPD and TFD's use of the product. Sheriff's Office and County technology staff are involved in coordination with the City of Tallahassee in providing and supporting the solution to the Sheriff's Office and Emergency Medical Services.

Analysis:

The proposed agreement extends the current five-year Maintenance and Support Agreement which ends September 30, 2019, with the same terms and conditions. Those terms and conditions were negotiated to include service level requirements with penalties for non-compliance. The Agreement also includes a full hardware refresh when hardware reaches end-of-life, which will occur within the next five-year coverage term. The technical staff supporting the system recommend the continued use of the Motorola solution for the CDA's computer-aided dispatch and are recommending the five-year contract renewal for the maintenance and support.

The five-year Agreement provides a discount of approximately \$130,000 annually; thereby, being more cost efficient than individual annual contracts. The total five-year cost for the Maintenance and Support Agreement is \$3,081,829. As per the CDA Interlocal Agreement with the City and the County, costs for the CDA are allocated based on population (City being 65.8% and County being 34.2%). The annual costs for the solution, support, interfaces, services, and hardware refresh are outlined in Table #1. The County’s total share over the five-year term is \$1,053,986.

Table #1. MOTOROLA MAINTENANCE AND SUPPORT FEES

Fiscal Year	Total Maintenance & Support Fees	County Share of Fees (34.2%)
FY 2020	\$575,571	\$196,845
FY 2021	\$603,600	\$206,431
FY 2022	\$618,543	\$211,542
FY 2023	\$634,031	\$216,839
FY 2024	\$650,084	\$222,329
Five-Year Total	\$3,081,829	\$1,053,986

These proposed maintenance costs are anticipated in the CDA’s budget and the County’s share are included in the County’s Tentative FY 2020 budget.

Options:

1. Approve the five-year renewal of the Maintenance and Support agreement (Attachment #1) with Motorola for its PremierOne CAD and PremierOne Mobile solutions for the period of 10/01/2019 through 09/30/2024, and authorize the County Administrator to execute in a form approved by the County Attorney
2. Do not approve the five-year renewal of the Maintenance and Support agreement with Motorola for its PremierOne CAD and PremierOne Mobile solutions for the period of 10/01/2019 through 09/30/2024.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Motorola PremierOne CAD and PremierOne Mobile Maintenance and Support Agreement Five-Year Renewal
2. CDA Interlocal Agreement



September 5, 2019

City of Tallahassee
Attn: Sabrina Holloman
300 S. Adams Street (Box A-7)
Tallahassee, FL 32301

**RE: Extension to Maintenance and Support Agreement: 770 dated 9/3/15
Product: PremierOne CAD and PremierOne Mobile**

Dear Sabrina Holloman:

By means of this letter, Motorola Solutions, Inc. hereby extends **the City of Tallahassee's** maintenance and support agreement as referenced above for the period of **10/01/19 through 09/30/24**. The following are the updated Exhibits that become part of the extended agreement:

Exhibit A Covered Products, Support Options and Pricing
Exhibit B Customer Support Plan
Exhibit C Labor Rates
Exhibit D System And Database Administration Duty Guidelines,
Exhibit E Lifecycle Software Upgrade Professional Services Statement Of Work, and
Exhibit F Lifecycle Hardware Refresh & Upgrade Professional Services Statement Of Work.

Pursuant to Section 3.2 of the original agreement as referenced above, the agreement is extended for the five (5) year term for a total amount of \$3,081,829. All other terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance blocks below and returning one copy to my attention by e-mailing it to **tanyamansell@motorolasolutions.com** on or before **10/01/19**. If you have any questions or need further clarification, please contact me directly at **858-324-6305** or by e-mailing me.

Sincerely,

Tanya Mansell

Tanya Mansell
Software Contracts Manager
Motorola Solutions, Inc.

IN WITNESS WHEREOF, the Parties have caused this Agreement Extension to be duly executed as of the day and year first written above:

MOTOROLA SOLUTIONS, INC.

By: _____

Name: Chris Carroll

Title: MSSSI Vice President

Date: _____

LEON COUNTY, FLORIDA

By: _____

Name: Vincent S. Long

Title: County Administrator

Date: _____

ATTEST:

Gwen Marshall,
Clerk & Comptroller
Leon County, Florida

By: _____

**APPROVED AS TO FORM:
Leon County Attorney's Office**

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

**WALT MCNEIL AS SHERIFF,
LEON COUNTY, FLORIDA**

Walt McNeil, Sheriff,

Approved as to form:

By: _____
James Pimentel
General Counsel

Date executed by SHERIFF: _____

Attest:

CITY OF TALLAHASSEE

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

By: _____
Reese Goad
City Manager

Approved as to form:

By: _____
City Attorney

Exhibit A

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 770 TERM: 10/01/19-09/30/24

CUSTOMER AGENCY	City of Tallahassee	BILLING AGENCY	City of Tallahassee
Address	300 S. Adams St. (Box A-7)	Address	300 S. Adams St.
City, State, Zip	Tallahassee, FL 32301	City, State, Zip	Tallahassee, FL 32301
Contact Name	Sabrina Holloman	Contact Name	Accounts Payable
Contact Title	Chief Information Systems Officer	Contact Title	
Telephone Number	850-891-8402	Telephone Number	
Email Address	Sabrina.Holloman@talgov.com	Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP (800-674-4357) Option 4 Software Products/Public Safety Applications:

Option 2) Computer Aided Dispatch and Mobile

Option 2) PremierOne, Legacy CAD/Mobile

Site Identification Numbers

Product Group	Site Identification Number	Phone Prompt
PremierOne CADTM	PSA223900 (CAD)	4, 2, 2
PremierOne MobileTM	PSA223900 (PMDC)	4, 2, 2

Standard Services Include:

- Customer Support Plan
- Case Management 24X7
- Technical Support 9x5
- Third-party Vendor Coordination
- On-site Support (when applicable)
- Virtual Private Network VPN Tool, if applicable
- Defective Media Retention (DMR), if available
- Software Releases, as defined
- Access to Users Group Site

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Full Term Fees
P1Common Query, Rpt & GIS	P1 Query Service Server License - ConnectCIC Basic Query State Interface	24x7	1	\$47,496.00
	P1 Query Service Server License add Basic Entry/Edit State Interface		1	
	P1 Reporting Service Server License		1	
	P1 GIS Editing Client Plug-In License		1	
P1CAD	P1 CAD Server License		1	\$1,831,968.00
	Additional P1 CAD Server License - for added capacity		1	
	P1 CAD Dispatch (CAD Client and Mapping)		105	
	P1 CAD ViewOnly Client License (Per Concurrent User)		7	
	P1 CAD AVL Module License		1	
P1Mobile	P1 Mobile Server License (Primary)		1	\$634,937.00
	Migration - P1 Mobile Client License (Per MDT License)		376	
	P1 Mobile Client License (Per MDT License)		201	
	P1 Mobile Mapping Server License - HA Config w/ 1 Primary & 1 Backup Server		1	
	P1 Mobile Mapping Client License (Per MDT License)		27	
	P1 Mobile Mapping Client License (Per MDT License)		80	
TOTAL				\$2,514,401.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 770

TERM: 10/01/19-09/30/24

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Full Term Fees
3 rd Party Embedded SW	ESRI ArcGIS Server Standard w/ Network Analyst Extension (Per Active Server)	24x7	4	Included
	ESRI ArcGIS Engine Runtime		105	
	ESRI ArcGIS Engine w/ Network Analyst Extension - Per Mobile MDT		577	
Interface	Cassidian 911		1	\$118,686.00
	Netclock/PresenTense		1	
	Zetron Model 25		1	
	MOSCAD		1	
	ProQA EMS		1	
	ProQA Fire		1	
	ProQA Law		1	
	CSI Records Feed		1	
	Marvlis		1	
	Sansio		1	
	Firehouse	1		
TOTAL				\$118,686.00

THIRD-PARTY VENDOR SUPPORTED PRODUCTS

Vendor	Description	Vendor Service Level	Qty	Full Term Fees
CommSys	CommSys SW	24x7	1	\$14,139.00
HPE	HP DL380 Gen9 24SFF CTO Server (NEW_Serial# USE618631M, USE618631L, USE618631J, USE618631H and USE618631K)	24x7	5	\$58,429.00
HPE	HP DL360 Gen9 8SFF CTO Server (NEW_Serial# MXQ61902ZH)	24x7	1	
HPE	HPE StoreOnce 3520 12TB System (Serial# USE618D101)	24x7	1	\$7,414.00
HPE	NS CS300 Hybrid Base Array (Serial# AF129813NIM)	24x7	1	\$18,665.00
Fortinet	Fortigate devices (NEW_Serial# FGT6HD3916801058, FGT6HD3916800992)	24x7	2	\$22,124.00
CDW	F5 Load Balancer (Serial# ZEJFIPAU and ZTONIDZT)	24x7	2	\$48,490.00
Extreme Networks	Extreme Switches Serial# 1612N-40614 and 1615N-41327	24x7	2	\$8,725.00
SolarWinds	SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SL100	24x7	1	\$8,455.00
	SolarWinds Network Performance Monitor SL100 (up to 100 elements)		1	
FSMLabs	TimeKeeper Server License	24x7	1	Included
	TimeKeeper Client Multi-Source License		9	
TOTAL				\$186,441.00

Exhibit A

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 770

TERM: 10/01/19-09/30/24

Optional Services Available:

24X7 Technical Support	Professional Services Training
Professional Services Upgrades*	On-site Support Dedicated Resource
Hardware Refresh*	GeoFile Services
Professional Services Consultation	Users Conference Advance Purchase**

*Require Multi-year Agreement

USERS CONFERENCE ADVANCE PURCHASE OPTION

	Year	19, 20, 21,22, 23	Attendees	Qty	Fees
Users Conference Attendance			Standard Attendance ¹		
			Registration Only	6	\$5,850 per year

Standard Attendance Fees Includes the following:

- Registration fee
- Round trip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance²

¹ Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed

² Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

OPTIONAL SUPPORT SERVICES

Service	Description	Exhibit	Qty	Full Term Fees
User Conference	User Conference Registrations	A	6	\$29,250.00
SW Upgrade Svcs	Software Upgrade Services (up to 1 over 5 year term)	D	1	\$153,740.00
SW/HW Upgrade Svcs	Software/Hardware Upgrade Services (up to 1 over 5 year term)	D	1	\$223,780.00
HW/SW Refresh	Hardware/Software Refresh (up to 1 over 5 year term)	D	1	\$530,270.00
			TOTAL	\$937,040.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

SUPPORT FEES SUMMARY

Product	19-20 Term	20-21 Term	21-22 Term	22-23 Term	23-24 Term	5 Year Total
PremierOne Common Query	\$8,857	\$9,167	\$9,488	\$9,820	\$10,164	\$47,496
PremierOne CAD	\$341,628	\$353,585	\$365,960	\$378,769	\$392,026	\$1,831,968
PremierOne Mobile	\$118,404	\$122,548	\$126,837	\$131,277	\$135,871	\$634,937
PremierOne Interfaces	\$22,137	\$22,909	\$23,709	\$24,536	\$25,395	\$118,686
MOTOROLA SUPPORT SUBTOTAL	\$491,026	\$508,209	\$525,994	\$544,402	\$563,456	\$2,633,087
Multi-System Discount	-\$12,276	-\$12,705	-\$13,150	-\$13,610	-\$14,086	-\$65,827
Multi-Year Discount	-\$9,575	-\$10,054	-\$10,557	-\$11,085	-\$11,639	-\$52,910
Large System Maintenance Discount	-\$101,147	-\$104,687	-\$108,351	-\$112,143	-\$116,068	-\$542,396
SLA Credits from 14-19 term	-\$13,606	\$0	\$0	\$0	\$0	-\$13,606
MOTOROLA SUPPORT TOTAL	\$354,422	\$380,763	\$393,936	\$407,564	\$421,663	\$1,958,348
ESRI Software	Included	Included	Included	Included	Included	Included
CommSys Software	\$2,559	\$2,687	\$2,821	\$2,962	\$3,110	\$14,139
NEW HPE P1 Hardware	\$10,574	\$11,103	\$11,658	\$12,241	\$12,853	\$58,429
HPE StoreOnce Software	\$1,342	\$1,409	\$1,479	\$1,553	\$1,631	\$7,414
HPE Nimble	\$3,378	\$3,547	\$3,724	\$3,910	\$4,106	\$18,665
NEW Fortinet Fortigate Devices	\$4,004	\$4,204	\$4,414	\$4,635	\$4,867	\$22,124
CDW F5 Load Balancers	\$8,775	\$9,214	\$9,675	\$10,159	\$10,667	\$48,490
Extreme Networks Extreme Switches	\$1,579	\$1,658	\$1,741	\$1,828	\$1,919	\$8,725
SolarWinds Software	\$1,530	\$1,607	\$1,687	\$1,771	\$1,860	\$8,455
FSMLabs Timekeeper Software	Included	Included	Included	Included	Included	Included
THIRD PARTY SUPPORT TOTAL	\$33,741	\$35,429	\$37,199	\$39,059	\$41,013	\$186,441
P1 SUPPORT TOTAL:	\$388,163	\$416,192	\$431,135	\$446,623	\$462,676	\$2,144,789
Software Upgrade Services (up to 1 over 5 year term)	\$30,748	\$30,748	\$30,748	\$30,748	\$30,748	\$153,740
Software/Hardware Upgrade Services (up to 1 over 5 year term)	\$44,756	\$44,756	\$44,756	\$44,756	\$44,756	\$223,780
Hardware/Software Refresh (up to 1 over 5 year term)	\$106,054	\$106,054	\$106,054	\$106,054	\$106,054	\$530,270
Six (6) User Conference Registrations	\$5,850	\$5,850	\$5,850	\$5,850	\$5,850	\$29,250
OPTIONAL SUPPORT SERVICES TOTAL	\$187,408	\$187,408	\$187,408	\$187,408	\$187,408	\$937,040
MAINTENANCE GRAND TOTAL	\$575,571	\$603,600	\$618,543	\$634,031	\$650,084	\$3,081,829

Exhibit B

CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT 770 **TERM:** 10/01/19-09/30/24
CUSTOMER: City of Tallahassee

Introduction

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

I. Service Offerings

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst (“CSA”) or Technical Support Analyst (“TSA”) or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

II. Accessing Customer Support

The Motorola Solutions System Support Center Operations

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center (“SSC”) provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and

tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola Online**
3. **Email Case Ticketing**

Option 1 - Call Motorola Solutions System Support Center

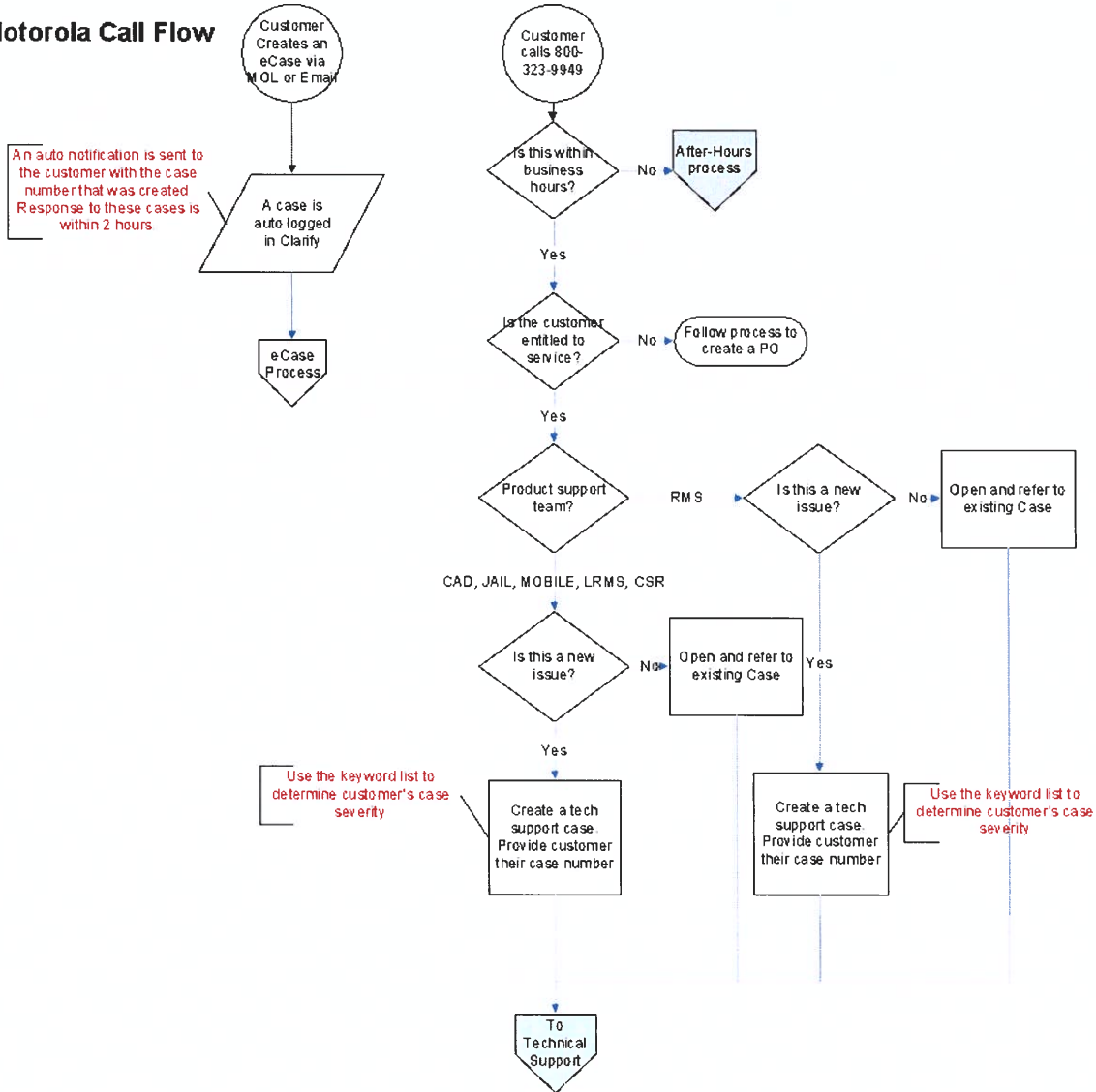
For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP Option 4 Software Products/Public Safety Applications:

- Option 2) Computer Aided Dispatch and Mobile**
- Option 2) PremierOne, Legacy CAD/Mobile**

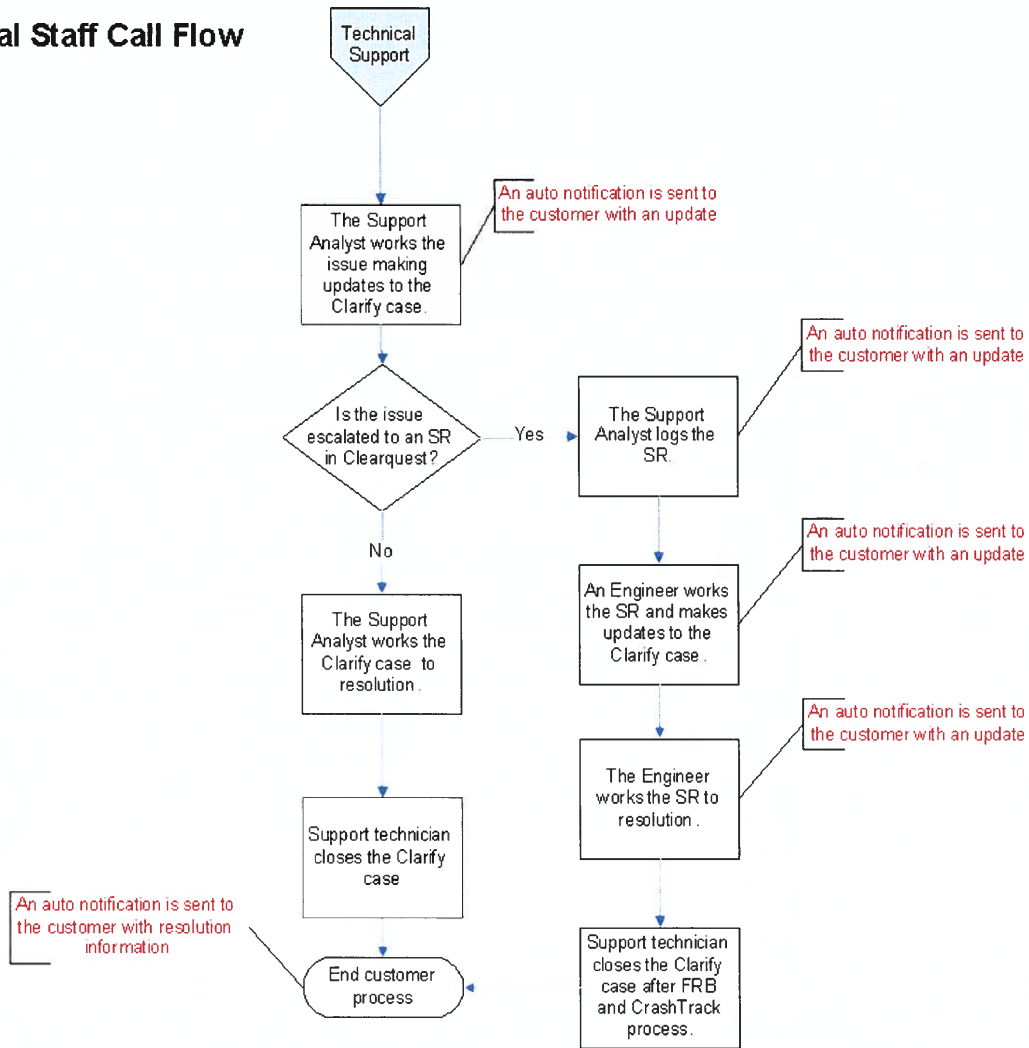
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

Motorola Call Flow



Technical Staff Call Flow



How to Obtain Technical Support for Products

Action / Response	
<p>Step 1. Call the Motorola Solutions System Support Center 1-800-MSI-HELP</p> <p>Step 2. Select option 4 (Software Products/Public Safety Applications)</p> <p>Step 3. Select option 2 (CAD/Mobile) or Select option 4 (Records/Jail)</p> <p>Step 4. Select product specific option</p> <p>Step 5. Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)</p>	

Step 6. Provide Your Information	<p>Caller Name</p> <p>Contact Phone Number</p> <p>Description of problem</p> <p>Severity of system problem determined at time of call</p> <p>Time available for call back</p> <p>Email address</p>
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Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	<p>RESPONSE See Section III for Severity Level definitions</p> <p>Severity 1: 1 hour</p> <p>Severity 2: 3 business hours</p> <p>Severity 3: 6 business hours</p> <p>Severity 4: 2 business days</p>

Step 8. Notification of CASE All Activity	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>
Notification of CASE Open/Close Activity	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>

Option 2 - Submit a ticket via eCase Management from Motorola On-Line


Motorola Online eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola Solutions Online Account

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorolasolutions.com> and follow the directions on the link for "[Sign Up Now](#)."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions Online account set up. In approximately 4-5 business days an additional email will be sent which includes details about your Online account.

Accessing the Technical Case Management web site


Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorolasolutions.com with your user ID and password, click on the **Contact Us**  **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

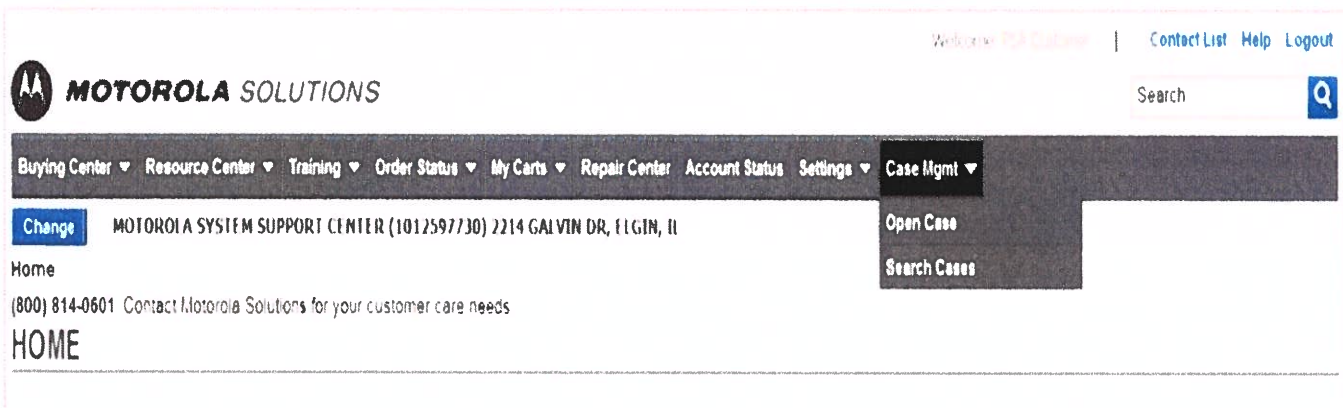
Primary Features of Online Technical Case Management

Motorola customers have three main functions available through Motorola Online to manage their cases:



- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

A. Open a New Case

1. Log into Motorola Solutions Online
2. Click on the "Case Mgmt"  Open Case



Motorola Solutions Online Account Management Interface Screenshot:

- Header: Motorola Solutions logo, Welcome  | Contact List Help Logout
- Search: Search 
- Navigation: Buying Center ▾ Resource Center ▾ Training ▾ Order Status ▾ My Carts ▾ Repair Center Account Status Settings ▾ Case Mgmt ▾
- User Profile: [Change](#) MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL
- Case Mgmt Dropdown: Open Case, Search Cases
- Footer: Home (800) 814-0601 Contact Motorola Solutions for your customer care needs

3. Select the Reason Code = **Technical Request** (and the page will automatically reload)

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#).

Contact Name: PSA Customer WebID
Contact Phone: 8008140601
Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title:

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼

Description:

4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
6. Fill in a detailed description of your issue
7. Click "Create Case"

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#).

Contact Name: PSA Customer WebID
Contact Phone: 8008140601
Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title:

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼


System: Please Specify ▼

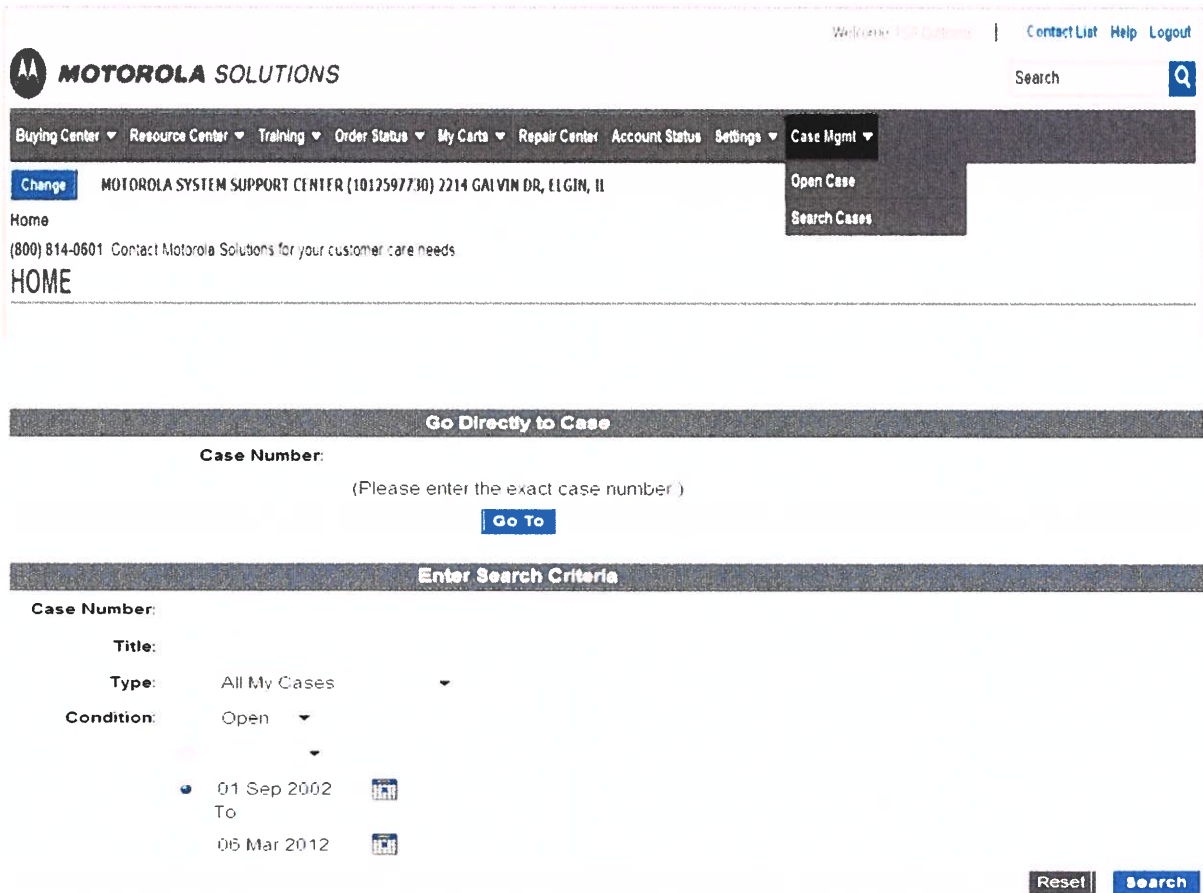
Description:

Create Case

8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes "expand all" and "collapse all" buttons for case notes.

B. Search for an Existing Case

1. Log into Motorola Online
2. Click on the "Case Mgmt"  Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"



The screenshot displays the Motorola Solutions Case Management interface. At the top, there is a navigation bar with the Motorola Solutions logo and a search bar. Below the navigation bar, a dropdown menu for "Case Mgmt" is open, showing options for "Open Case" and "Search Cases". The main content area is divided into two sections: "Go Directly to Case" and "Enter Search Criteria".

Go Directly to Case

Case Number: _____
(Please enter the exact case number)
Go To

Enter Search Criteria

Case Number: _____

Title: _____

Type: All My Cases

Condition: Open

01 Sep 2002 To 05 Mar 2012

Reset **Search**

C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

The screenshot displays the 'Details for Case # 20000216' page. At the top, there are navigation links: 'Add Note', 'Open Case', and 'Search Cases'. The case title is 'TEST'. The page is divided into two columns of metadata:

- Left Column:** Case Condition: Open; Customer Name: TEST CUSTOMER; Case Status: Not Assigned; Issue Type: System Support; Case Source: Web; Contact Name: Test Test - Mxw; Contact Phone: 537 225 8402; Contact Email: test@test.com
- Right Column:** System Site ID: MDT110; System Site Name: Test Site as an example; Case System ID; Case Type: Network Management

Below the metadata is an 'Expand/Collapse Buttons' label with a downward arrow. Underneath is a table with the following data:

	Activity	Date/Time	Activity Summary
	Create	12/01/2014 7:59:53 PM	TM Received by contact. Please provide status when assigned.
	Note	12/01/2014 7:59:53 PM	TM Received by contact.

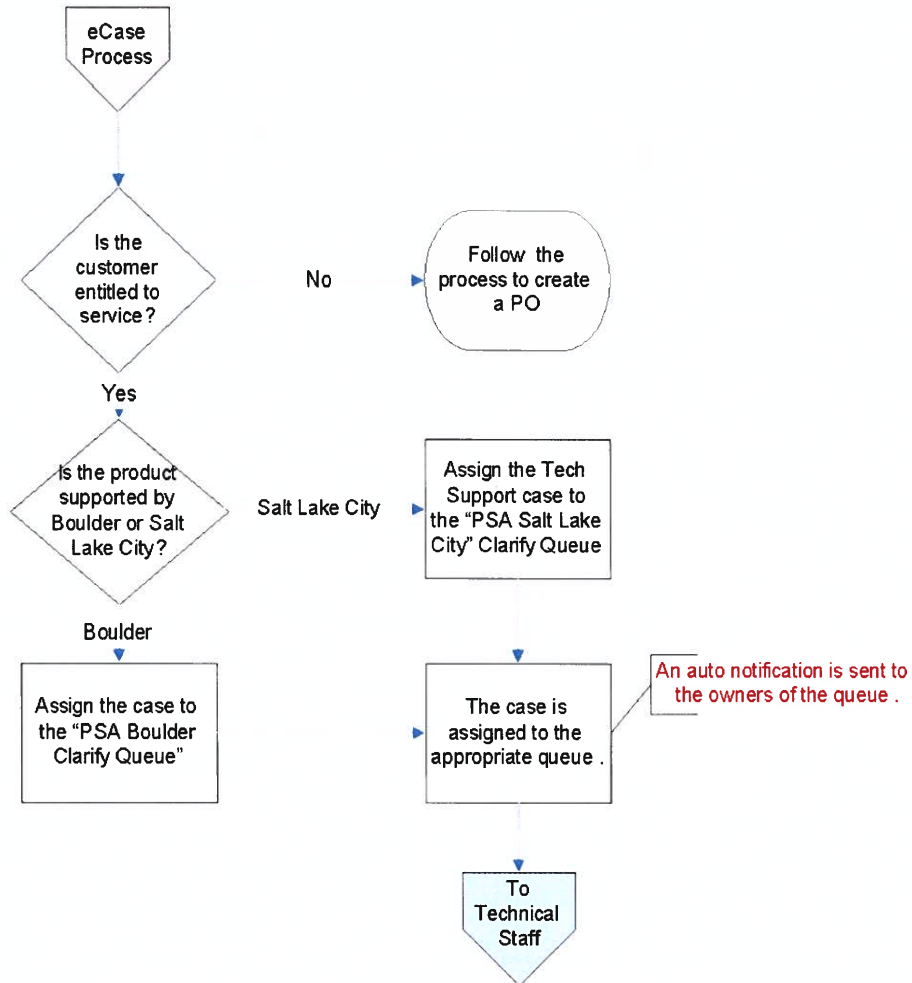
At the bottom of the table are three buttons: 'Previous', 'Add Note', and 'Add Notes'. A yellow box highlights the 'Add Notes' button, with an arrow pointing to it from the text 'Add Notes' in the instructions above.

Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-MSI-HELP and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support by calling 800-MSI-HELP and following the appropriate prompts.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola Online eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:
Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Motorola On-line Flow



Option 3 - Submit a ticket via Email Case Management

An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

1. Address your email to PSACASE@motorolasolutions.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
 - CAD
 - CSR (CUSTOMER SERVICE REQUEST)
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS
 - RECORDS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support by calling 800-MSI-HELP and following the appropriate prompt for further assistance.

SAMPLE Email Ticket Formatting:

Send

To... PSACASE

Cc...

Bcc...

Subject: PSA Service Request: NetRMS Reports Not Functioning

Site ID number: PSA1234_(NetRMS_) (Clarify site identification number)
Product type: NetRMS (Specific product such as LRMS, NetRMS, PremierMDC, etc.)
Contact first name: John
Contact last name: Doe
Phone number: 303-123-4567
Severity level: Level 3 (Email ticketing is available for severity levels three and four only)
Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports (Include a comprehensive description of the problem)

III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated into the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Non-Critical Major Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Minor Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

Incoming cases are automatically assigned an initial Severity Level of 3, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.

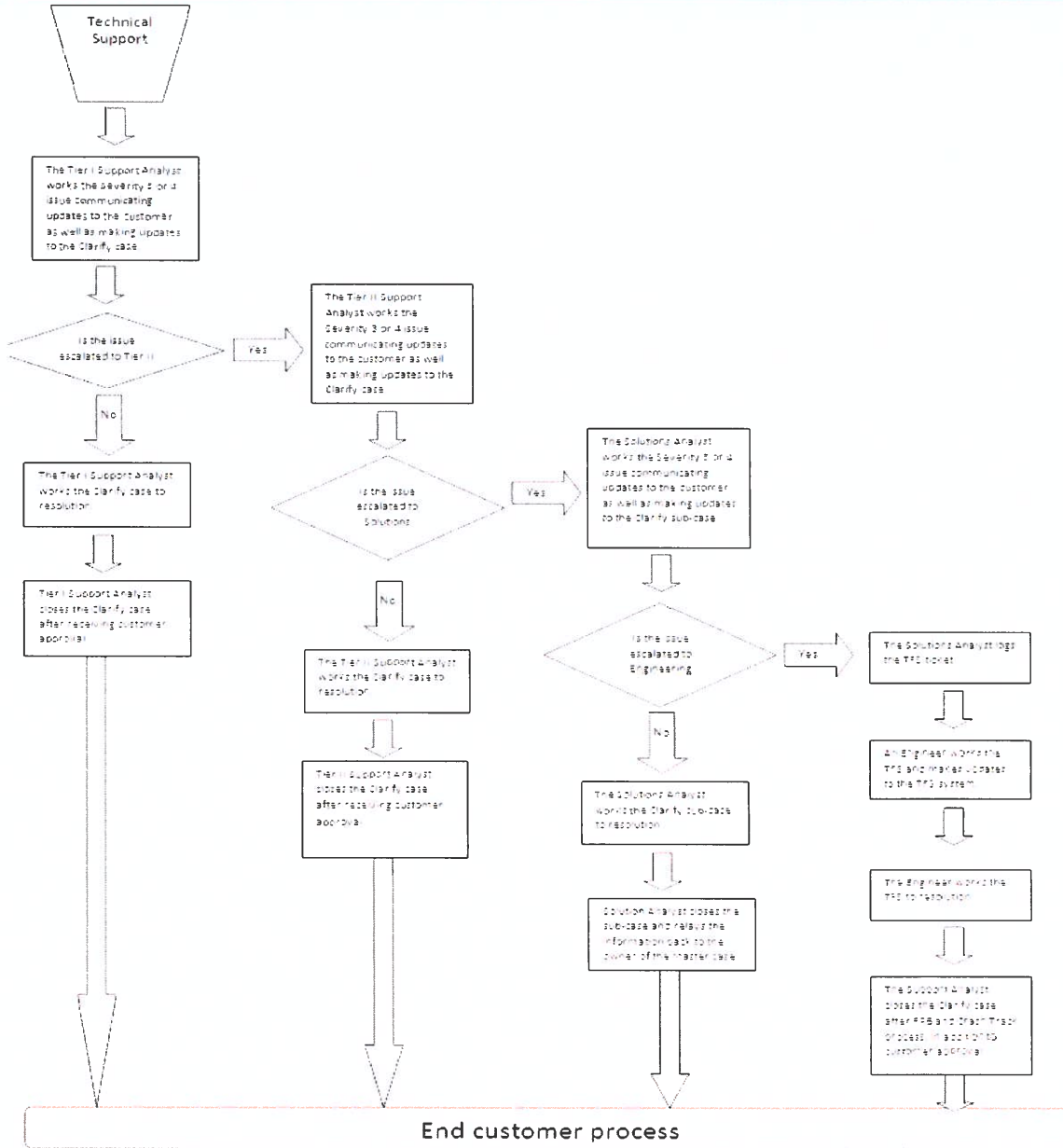
Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
ESCALATION PERIOD	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

Escalation Policy- Severity Level 2		
ESCALATION PERIOD	ACTION	RESPONSIBILITY
1 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
4 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
8 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
16 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
24 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

Escalation Policy- Severity Level 3 & 4



Severity Level 1 and 2 problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

3.1 **Reporting a Problem.** Customer will report all system performance issues, including each occurrence of CAD or mobile workstation errors and any system-wide performance issues to Motorola in order to properly document the nature, frequency and severity of issues to assist in the identification of root cause. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed within this Agreement. Due to the urgency and SLA eligibility involved, Severity Level 1, 2 or 3 problems must be reported verb the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.

- 3.2 Motorola will provide Customer with a resolution for Severity 1 and Severity 2 issues within the indicated service resolution times and in accordance with the assigned Severity Level when Customer accurately assigns the Severity level, allows timely access to the System, and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report.** Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided on a weekly basis.
- 3.4 **Service Level Agreement Performance Targets.** Following the recommendations outlined in the Gartner assessment Motorola will provide services to achieve the following performance service level targets:

Service Level Agreement Performance Target Recommendations

Service Level	Performance Measure	Performance Target	Examples
Total System Outage. Occurs when the P1CAD System is not functioning or any major issues that results in an unstable or unusable P1CAD System and there is no suitable workaround (Severity 1 Events) based on the criteria below.	% of continuous P1CAD System operation without disruption of services.	<ul style="list-style-type: none"> 99.99% (4 9's) uptime ≤ 6 minutes per month 	<ul style="list-style-type: none"> P1CAD System is unavailable to all users P1CAD System is unresponsive or so slow to respond that it is unusable
Critical Component Failure. Occurs when critical element of the P1CAD System does not function as expected and there is no suitable workaround (Severity 2 Events) based on the criteria below.	A count of the number of distinct failure events that occur within a specific period of time.	<ul style="list-style-type: none"> ≤ 8 per month 	<ul style="list-style-type: none"> P1CAD workstation 'lock-up' that requires reboot P1CAD System is "slow" or intermittently unresponsive with corresponding system-level error messages Mobile workstations unavailable due to P1CAD software failures
Event Response Time. Time to respond by the assignment and confirm by support personnel to the initial report of an event based on the criteria below.	The percentage of events responded to within the targeted period of time.	<ul style="list-style-type: none"> Sev 1 98% < 30 minutes, 7x24³ Sev 2 98% < 3 hours, 7x24^{3,6} 	
Event Resolution Time. Time required to address the event and restore service by fix or workaround based on the criteria below.	The percentage of events resolved with a suitable work around to restore service within the targeted period of time.	<ul style="list-style-type: none"> Sev 1 98% < 90 minutes, 7x24^{4,7} Sev 2 98% < 3 hours, 7x24^{4,6} 	
Root Cause Resolution Time. Time required to address the event and restore service by fix or workaround based on the criteria below.	The percentage of events resolved via the implementation of permanent fixes within a specific period of time.	<ul style="list-style-type: none"> Sev 1 98% < 2 weeks, analysis^{5,7} Sev 2 98% < 2 weeks, analysis^{5,7} 	<ul style="list-style-type: none"> Sev 1 90% < 4 weeks, fix^{5,7} Sev 2 90% < 4 weeks, fix^{6,7}

SLA Notes:

Service credits are outlined in Section 5 of this Agreement.

¹ Per the SLA Motorola will not exceed stated down-time (Severity Level 1 occurrences) per Motorola PremierOne CAD System. If the PremierOne CAD System down-time exceeds the stated down-time, the Customer is eligible for the percent of the applicable monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support, in the month the outage exceeds stated down-time minutes.

² Per the SLA Motorola will not exceed Severity Level 2 stated events per Motorola PremierOne CAD System. If downtime exceeds Severity Level 2 stated events on the P1CAD System, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support, in the month the Severity Level 2 events exceed eight (8).

³ Per the SLA Motorola will not exceed Severity Level 1 and 2 Event Response times in 98% of validated cases monthly per Motorola PremierOne CAD System. If Motorola misses more than 2% of the monthly Severity Level 1 and 2 Event Response times, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support.

⁴ Per the SLA Motorola will not exceed Severity Level 1 and 2 Event Resolution times in 98% monthly of validated cases per Motorola PremierOne CAD System. If Motorola misses more than 2% of the month Severity Level 1 and 2 Event Resolution times, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support.

⁵ Per the SLA Motorola will not exceed Severity Level 1 and 2 Root Cause Analysis Resolution times in 98% monthly of validated cases per Motorola PremierOne CAD System. If Motorola misses more than 2% of the month Severity Level 1 and 2 Root Cause Analysis Resolution times, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support.

⁶ Per the SLA Motorola will not exceed Severity Level 1 and 2 Root Cause Resolution Fix times in 90% monthly of validated cases per Motorola PremierOne CAD System. If Motorola misses more than 10% of the monthly Severity Level 1 and 2 Root Cause Resolution Fix times, the Customer is eligible for the service credit equal to the applicable percent of the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support.

⁷ Resolution times are treated as a sum of time to deliver the SLA. Start time is triggered when a verbal and valid case is initiated with the Motorola intake center and the end of time is marked when Motorola provides the fix or suitable workaround that is ready for application to the PremierOne CAD System and the restoration of service.

3.4.1 Service Level Agreement (SLA) Performance Targets criteria:

- 3.4.1.1 Motorola will achieve stated PremierOne CAD System up-time SLA regarding Severity Level 1 and will incur no more than stated down-time. Motorola will achieve Severity Level 2 SLA with no more than stated events. For purposes of calculating down-time, the clock starts upon verbal notification to Motorola of valid Severity Level case. Event Resolution Time is indicated at the time Motorola provides the fix or workaround to the Customer and it is available for application to the System that results in restoration of the System. Root Cause Resolution Time is indicated at the time Motorola provides the fix or workaround to the Customer and it is available for application to the System.
- 3.4.1.2 Motorola will meet SLA Performance Target Recommendations related to Motorola Solutions PremierOne CAD Software related issues. Reported issues determined to be caused by third-party components or content, or Customer areas of responsibility; such as Network issues or issues outside the Fortigate firewalls, are not eligible for SLA Performance credits.
- 3.4.1.3 Motorola will meet SLA Performance Target Recommendations related to Motorola Solutions PremierOne CAD Software as long as the PremierOne CAD System is shown to be maintained per the System Maintenance guidelines, such as recurring reboot cycles for servers, applications and clients. System Maintenance guidelines are made available through Service Bulletins. Reported issues determined to be caused by failure of the Customer's responsibilities on system maintenance are not eligible for SLA Performance credits.
- 3.4.1.4 Motorola will meet SLA Performance Target Recommendations related to Motorola Solutions PremierOne CAD Software's current Cumulative Release version. Issues reported on outdated Cumulative Releases when a current Cumulative Release has been made available and has not been implemented by the Customer are not eligible for SLA Performance credits.
- 3.4.1.5 Motorola will meet SLA Performance Target Recommendations when Motorola is able to initiate root cause analysis through a reproducible issue and when the Customer provides a minimum information set required to analyze the reported issue and when the issue is reported within 24 hours of the occurrence. When an issue is not reproducible by the Customer or Motorola or is not reported timely or with required information the Customer is not eligible for SLA Performance credits. Motorola will continue to investigate the issue and retain the open ticket status until Motorola and the Customer agree to close the ticket. The minimum information set is defined as follows:
 - a. Severity/Customer Impact Level
 - b. Non-Blocking/Blocking
 - c. Environment (Production/Training)
 - d. User ID & Agency

- e. User Role
 - f. Dispatch Cover Groups or Agency/Area being covered
 - g. Device (Console/Mobile) where the issue occurred
 - h. Date & Time of occurrence
 - i. Build Number (Server/Client)
 - j. Description of the issue
 - k. Steps to Reproduce (if not applicable, what actions user was doing leading up to the issue)
 - l. Screenshots
 - m. Logs/Error Reports
- 3.4.1.6 SLA Performance Target Recommendations are not applicable for PremierOne CAD System downtime agreed to during approved change work orders as indicated in the Change Form requirements including Standard Release implementations where the system outage is planned and managed.
- 3.4.1.7 Not all reported issues will be determined to be a software code error. Other types of issue resolution may involve operational changes, system manager scripts, processing changes, etc. When Motorola determines that an issue other than a code fix is the cause of a reported PremierOne CAD system issue, Motorola will provide resolution resulting in resumed business operations to the Customer and will be considered a fix for the purposes of the SLA Performance Target, provided the System is fully operational.
- 3.4.1.8 Motorola will meet SLA Performance Target Recommendations provided the Customer performs System and Database Administration duties described in Section 3.8.4 of this Agreement and in the System Administration and Database System Duty Guidelines, Exhibit D.
- 3.4.1.9 SLA requirements stated in this Agreement include specific times and expectations that may result in changes over the course of delivering Support from both Motorola's and the Customer's perspective. Motorola reserves the right to work with the Customer to continue to refine and evolve the SLA Performance Target Recommendations.

IV. Key Responsibilities

4.1 Motorola Responsibilities

- 4.1.1 **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.

- 4.1.8 **Principal Period of Maintenance.** At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services and will be quoted at the time of the request. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 4.1.10 **Anti-virus Software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 **Maintenance Contract Administration.** Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.2 **Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit.
- 4.2.4 **Support on Hardware.** Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.

4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:		Motorola Case Number:	
Contact Name:		E-mail Address:	
Contact Phone:		Contact Fax:	
Severity Level:		CAD Correction#:	
Subject:			
Product/Version:			

Problem Description:

Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.

Steps to Duplicate:

Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:	
Step Two:	
Step Three:	
Step Four:	
Step Five:	
Step Six:	
Step Seven:	

Additional Steps:

Expected Results:	
Actual Results:	

Configuration Checked:

V. Customer Call Flow
To Be Provided By Customer

VI. Contact Information
Motorola Contacts

CONTACT	PHONE NUMBER
<p>Motorola Solutions System Support Center</p>	<p>(800) MSI-HELP Option 4 Software Product/Public Safety Apps: <i>Option 2) Computer Aided Dispatch and Mobile; Option 2) PremierOne, Legacy CAD/Mobile</i> or <i>Option 4) Records/Jail Management; Option 2) PremierOne, Legacy Records or Option 5) Offendertrak</i></p>
<p>Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com</p>	<p>(720) 565-4764 - office</p>
<p>Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com</p>	<p>(303) 527-4038 - office (303) 319-8935 - mobile</p>
<p>Wayne Parent Tier 2 - Technical Support Manager – Records Wayne.Parent@motorolasolutions.com</p>	<p>(801) 234-9971 - mobile</p>
<p>Tyler Atwood Tier 1 - Technical Support Manager – Records Tyler.Atwood@motorolasolutions.com</p>	<p>(801) 891-6370 - mobile</p>
<p>Tanya Mansell Software Contracts Manager tanyamansell@motorolasolutions.com</p>	<p>(858) 324-6305 - office</p>
<p>Clark McCall Sr. Sales Consultant Clark.mccall@motorolasolutions.com</p>	<p>(352) 589-5721 - office</p>

Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Email:
<u>Backup System Administrator Name:</u> Phone No: Email:
<u>Service Escalations Contact Name:</u> Title: Phone No: Email:

Exhibit C
LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT 770 **TERM:** 10/01/19-09/30/24
CUSTOMER: City of Tallahassee

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

Exhibit D

SYSTEM AND DATABASE ADMINISTRATION DUTY GUIDELINES

MAINTENANCE AND SUPPORT AGREEMENT 770

TERM: 10/01/19-09/30/24

CUSTOMER: City of Tallahassee

The Motorola Public Safety Applications Technical Support team provides twenty-four hour remote service availability to respond to service requests. Technical Support available through Motorola System Support Center (SSC) is based on the level of service and entitlement, as outlined in Motorola's Customer Support Plan and Maintenance and Support Agreement documents. To best leverage and coordinate timely responses and resolution with Motorola remote telephone support, pursuant to this Agreement **section 3.8.4**, the Customer will provide full-time technical system administration resources.

Description of Duties

The Customer will work within the Customer organization, and along with Client stakeholders and Motorola to create and track key support performance metrics.

The Customer's full-time technical system administration resources will possess the required training and experience, as well as have a developed understanding of its specific environment with all customer-specific enhancements and customizations, to act as the interface between Motorola software and hardware technical support, perform diagnostic assistance, provide preliminary hardware and software problem evaluation, and repair expertise on all installed Motorola PSA systems.

Customer Responsibilities:

System Administration Guidelines:

- A. Diagnose, triage and coordinate with Motorola remote Technical Support and Motorola Engineering teams to resolve, as applicable, system problems.
- B. Establish regular recurring meetings with Motorola to review open priority issues in an effort to develop a transparent and trusting communication, sharing findings and actions taken in troubleshooting issues.
- C. Also include, but are not limited to:
 1. Monitor system performance, and be able to make assessments to determine any negative impacts to performance.
 2. Run diagnostics.
 3. Run system performance and requirements analysis.
 4. Provide performance reporting.
 5. Conduct system back-ups.
 6. Lead upgrade planning and installations on the Customer side.
 7. Understand connection to, and dependencies on other systems.
 8. Agency Configuration, understand how agencies are added to the system and their naming conventions.
 9. Maintain problem/defect log list and manage change in issue status.
 10. Participate in implementing training plans for uses and new employees.
 11. Coordinate with Project Management as applicable.
 12. Develop internal system documentation and guidelines, including user, system configuration, administration, and quick reference, and troubleshooting guides).
 13. Work closely with Motorola, Users, and Management to evaluate needs, carry out resolutions or updates, approve, budget, and complete system enhancement requests.

14. Specific to P1CAD / P1Mobile Systems:
 - Ensure CAD issues are documented, validated, and analyzed (and determine if re-creatable).
 - Work with CAD Users to identify problems, issues and complaints.
 - Assist with Management of Dispatcher Hardware changes where appropriate.
 - Convert, Develop, and Test CAD-related custom developed utilities & scripts, reports, etc.
 - Develop and test internal CAD data conversions.
 - Assist CAD Validators with Test plans.
 - Review and Evaluate CAD Vendor conversions.
 - Perform Needs Analysis on Additional CAD/Mobile System Features and determine usability.
 - Work closely with Motorola to provide any additional information required by Technicians to analyze problems/Issues (i.e. logs, output, etc.).
15. Verify with Customer that restoration is complete or System is functional on reported system failure or critical issues.
16. Provide Case activity reports to key personnel.
17. All applicable Customer personnel will report system symptoms and issues, pertinent to resolving system issue(s) to the System Administration manager.
18. Allow Motorola continuous remote access to obtain system availability and performance data.
19. Notify Motorola Technical Support when Customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance).
20. Maintain and store in an easy accessible location any and all software needed to restore the system as well as system backups (Motorola recommends that at least one back-up file is stored in an offsite location)
21. In cases where the Motorola technician is responding to a system failure, assist the Motorola Technician in the troubleshooting efforts and attempts to restore the system.
22. Validate issue resolution prior to close of the Case.

Database Administration Guidelines

- The Customer will provide routine Database Administration tasks including but not limited to the following:
 - Periodic Reboots of DB servers. Server maintenance guide documents this.
 - Monitoring, management, occasional verification of production backups
 - Watching, trending, and reacting to database resource metrics (CPU, Disk space, I/O, etc..)
 - Monitor SQL mirroring
 - SCOM notification and alert management
 - Review OS and SQL patches from Microsoft
- Customer will provide Special Database Administration tasks as follows:
 - Copy data from production to other environments as requested
 - Develop new queries, reports, and review optimization of existing custom queries
 - Occasional general health checks on system operation, observations from users, etc

Exhibit E

LIFECYCLE SOFTWARE UPGRADE PROFESSIONAL SERVICES STATEMENT OF WORK

MAINTENANCE AND SUPPORT AGREEMENT 770

TERM: 10/01/19-09/30/24

CUSTOMER: City of Tallahassee

General Information

Exhibit E – Lifecycle Professional Services describes the scope of work involved in providing enhanced Lifecycle Professional Services throughout the duration of the maintenance and support period for the Public Safety Applications products. The Lifecycle Professional Services are provided in accordance with the terms and conditions of the Maintenance and Support Agreement and are hereby referred to as “Lifecycle Professional Services”.

Nothing in this Exhibit is meant to supersede, replace or amend the terms and conditions of this Agreement. Any conflict between the terms of Exhibit E and other parts of the Agreement shall be resolved in accordance with the order of priority set forth in the Maintenance and Support Agreement.

Scope of Service

A. Software Upgrade Services

Software Upgrade Services are a component of Lifecycle Professional Services and are defined in scope as the labor services required to execute on the planning, delivering, testing and training of Motorola Standard Releases of software to Customer when and if Standard Releases of software become available for those solutions components identified in Exhibit A - Covered Products, Support Options and Pricing contained within this Maintenance and Support Agreement.

B. Third Party Coordinated Upgrade Services

The Third Party Coordinated Upgrade Services component of Lifecycle Services, are defined in scope as the labor services required to coordinate upgrades of third party partner solutions to occur in conjunction with Motorola Upgrade Services. As applicable, Motorola may deliver, test and providing training on those third party partner solutions that Motorola has been authorized to act on behalf of a partner. Third Party Upgrade Services will be provided in conjunction with P1 Upgrade Services and will provide for the latest version of vendor software generally available at the time Motorola Upgrade Services are being executed. Third Party Coordinated Upgrade Services are provided for those solutions components identified in Exhibit A - Covered Products, Support Options and Pricing contained within this Maintenance and Support Agreement.

Note Third Party Coordination Upgrade Services do not provide for upgrade activities of third party partner general releases that are not being delivered in conjunction with a Motorola Standard release upgrade.

C. Hardware Refresh Service

In addition to Upgrade Services, when and if updated hardware components become available, Lifecycle upgrade Services include those tasks required to identify, procure, install, configure and test replacement hardware components of the P1 Suite further known as the “Hardware Refresh” for those hardware components identified in Exhibit A - Covered Products, Support Options and Pricing contained within this Maintenance and Support Agreement.

D. Standard Release Software Upgrade Timing and Delivery Overview

Per the terms of this Agreement and commencing October 1, 2019, when and if a Standard Release version becomes available, Motorola will provide on-site and / or remote services to upgrade the P1 Software as identified up to twice during the five-year agreement period.

For software upgrades, existing hardware and the existing P1 interfaces will be re-utilized with the upgraded P1 System software.

All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the Customer and Motorola. Scheduling of upgrade events will be completed at a minimum of thirty (30) Standard Business Days prior to the commencement of upgrade activities.

Upgrade Activities will require components of the P1 system be down and unavailable for production use for up to 4-6 hours while upgrade activities are performed, which will not be considered a system outage for the purpose of Service Level Agreement terms within this Agreement. The P1 CAD system will not exceed 12 consecutive hours of operational downtime. During this time period, the communication center will need to be prepared to operate in a manual mode. Motorola is providing no consultation or preparation on the "manual" mode operation during upgrade activities.

Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.

TASKS

A. Upgrade Kickoff Teleconference

In order to finalize the upgrade project schedule and procedures, the upgrade event will be initiated with an Upgrade Kickoff Teleconference that includes key Customer and Motorola project participants.

The objectives of this task are:

- To introduce all project participants
- Review roles of key participants
- Review overall upgrade scope and objectives
- Review resource and scheduling requirements
- Review testing methodology
- Review and finalize project schedule with Customer.
- Create testing plan to test P1 upgrades on staging environment.
- Review testing plan and acceptance criteria.
- Review features/functions introduced in the new software release version

Motorola Responsibilities

Motorola's Project manager will direct Motorola's efforts and serve as the primary point of contact for Customer. The responsibilities of the Motorola Project manager include:

1. Maintain project communications with Customer's Project manager
2. Manage the efforts of Motorola project team and coordinate Motorola activities with Customer's project team members.
3. Coordinate and oversee the installation of all licensed Motorola application software.
4. Review and manage the scope of work for the upgrade activities.
5. Review the upgrade acceptance criteria.

Customer Responsibilities

Customer will designate a Project manager who will direct Customer's efforts and serve as the primary point of contact for the Motorola Project manager. The responsibilities of the Customer's Project manager include:

1. Maintain project communications with the Motorola Project manager.
2. Identify the efforts required of Customer staff and assign appropriate resources to meet Customer's task requirements described in this Exhibit E - Lifecycle Professional Services.

3. Liaison and coordinate with other Customer agencies, other governmental agencies and Customer's vendors, contractors and common carriers, as applicable.
4. Review and mutually approve upgrade acceptance criteria.

Completion Criteria

This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

B. Upgrade Preparation

The objective of this task is to perform the preparatory steps necessary for the P1 upgrade.

Motorola Responsibilities

1. Perform scheduling and coordination tasks necessary to obtain required resources that will perform the upgrade of the P1 server software.
2. Confirm resource availability with Customer and reconfirm task dates.

Customer Responsibilities

1. Perform backup of P1 system software and data files.
2. Provide Motorola with a copy of the backed up software and data files.

Completion Criteria

This task is considered complete when Customer has the completed the onsite data backup.

C. Staging Environment

The objective of this series of task is to install the upgrade software on a staged system environment and validate release functionality.

Motorola Responsibilities

1. Remotely create a staging environment on Customer's P1 server(s) to conduct an initial installation of the release software.
2. Travel to Tallahassee site to perform upgrade tasks.
3. Install the release version of software on the staging environment.
4. Verify P1 functionality in accordance with release criteria.
5. Notify Customer of availability of the staging environment enabling Customer to perform Customer specific testing activities.

Customer Responsibilities

1. Observe testing on staging environment and acknowledge the delivery of the functionality introduced in the release.
2. Conduct testing on staging environment and notify Motorola of any functional errors or anomalies.

Completion Criteria

This task is considered complete when the staging environment is available for Customer testing.

D. On-Site Upgrade Implementation

The objective of this task is to conduct on-site activities required to complete the upgrade of the P1 system.

Motorola Responsibilities

1. Travel to Customer Site to perform upgrade tasks.
2. Bring down the production system.
3. Reconfigure the data volumes on each of the existing-HP Blade Server as needed
4. Convert P1 system files and or provisioning data files as required.

5. Test each interface connection to ensure operational use of the each with the newly installed Standard Release version.
6. Modify those interfaces affected by the installation of the Standard Release version and modify each as needed to provide same functionality as was provided prior to the installation of the Standard Release version.
7. Test system and subsystem interfaces to validate operation in accordance with the originally installed interface requirement document.
8. Assist in Customer testing as requested by Customer and verify that each P1 subsystem component is ready to resume production operations.
9. Install the applicable P1 subsystem client, application upgrades on client workstations as listed in Section 7.1 (Exhibit A - Covered Products, Support Options and Pricing).
10. Train Customer on client upgrade process.
11. Train Customer users on new or changed features and functions introduced through the Standard Release of P1.

Customer Responsibilities

1. With Motorola's assistance, coordinate the activities necessary to bring the production Premier One system down, i.e., close incidents, sign units and users off duty.
2. Support Motorola's software upgrade installation activities.
3. Provide and make available (when possible during business hours, 8:00am to 5:00pm) the appropriate lines for the testing of interfaces, to include 911, WWVB, Toning, etc.
4. Verify that the system is ready to resume production operations.
5. Install the P1 subsystem client on workstations beyond those upgraded by Motorola.

Completion Criteria

This task is considered complete when each P1 subsystem component upgrade is verified by the Customer to be available to resume production operation.

E. P1 Production Cutover

Upon verification that the upgraded P1 system is operational and ready to resume production use, Motorola will assist Customer with resuming operations on the upgraded system.

Motorola Responsibilities

1. Assist Customer staff in resuming production operations on the upgraded system.
2. Provide up to eight hours of on-site support the day each upgraded subsystem component has resumed production use.

Customer Responsibilities

1. Schedule personnel to support the resumption of production use on the upgraded system.

Completion Criteria

This task is considered complete upon Tallahassee resuming production operation of each P1 subsystem component.

F. P1 Upgrade Acceptance

The objective of this task is to certify completion of the P1 subsystem upgrade.

Completion Criteria

This task is considered complete upon Customer resuming productive use of each affected P1 subsystem component.

G. Third Party Partner Solution Upgrade Activities

The objective of this task is to perform the upgrade steps required to install, configure and test those components of the overall solution components provided by third party partner(s). When and if third party partner solution upgrades become available, third party components will be upgraded in the same event as that of a P1 component upgrade. Motorola will apply its best endeavors to coordinate the upgrade of generally available, or applicable, third party vendor solutions so as to minimize the disruption of Tallahassee's operations. However, in such cases where third party partner release schedules do not align, Motorola will work with Customer to devise mutually agreeable schedules. As applicable, Motorola may deliver, test and provide training on those third party partner solutions that Motorola has been authorized to act on behalf of a partner.

Motorola Responsibilities

1. Coordinate with each third party vendor to ensure scheduling is in alignment with Motorola's preparatory and on-site upgrade activities.
2. Schedule the activities of each third party partner.
3. Witness third party partner testing of upgraded software.
4. Attend third party partner training of new or changed features/functionality introduced as part of each vendors software application upgrade.
5. Validate Customer's use of the upgraded third party system in a production environment
6. Perform backup of third party system software and data files.
7. Validate that the third party partner upgraded component software functions per each third party vendors release specification.
8. Provide training to Customer trainers on features/functions that may have been introduced by the resulting third party component upgrade.

Customer Responsibilities

1. Provide third partners with remote and on-site access to systems enabling each to perform their respective upgrade activities.
2. Attend third party partner features/functions training as needed.
3. Witness third party partner testing of installed upgrade component software.
4. Provide training to users on the features/functions introduced by the third party release version.

Completion Criteria

This task is considered complete upon Customer validation that third party components function in accordance with third party vendor release specification.

Exhibit F

**LIFECYCLE HARDWARE REFRESH & UPGRADE PROFESSIONAL SERVICES STATEMENT
OF WORK**

MAINTENANCE AND SUPPORT AGREEMENT 770 **TERM:** 10/01/19-09/30/24
CUSTOMER: City of Tallahassee

General Information

The Lifecycle Hardware Refresh and Upgrade Professional Services Statement of Work, Exhibit F, describes the scope of work involved in providing Hardware refresh and Hardware upgrade professional services included in this maintenance and support period for the Public Safety Applications products. The Hardware refresh Hardware upgrade professional services are provided in accordance with the terms and conditions of this Maintenance and Support Agreement and are hereby referred to as "Lifecycle Hardware Refresh and Upgrade Professional Services Statement of Work."

Nothing in this Exhibit is meant to supersede, replace or amend the terms and conditions of this Agreement. Any conflict between the terms of Exhibit F and other parts of the Agreement shall be resolved in accordance with the order of priority set forth in the Maintenance and Support Agreement.

Scope of Service

Per the terms of the Agreement, when and if additional or updated hardware components are required or requested, Motorola will install and configure those hardware components as part of the Software upgrade services for the PremierOne suite. Up to 1 upgrade, in a 5 year period beginning after the warranty provided for in the Agreement.

Hardware upgrade activities shall be incorporated into Standard Release professional services upgrade so as to minimize the impact and potential disruption to the Customer operations.

For Hardware Lifecycle Management, commencing 120 days from the anticipate refresh cycle date, Motorola and the Customer will evaluate the existing business operations and the impact it may or may not have on determining the hardware components to be replaced. Things to consider may include:

- Current product needs
- Potential increases or decreases in volume growth (event volume, user volumes, agency volumes, etc.)
- The addition of third party components
- Processing performance needs of the system
- The Customer's storage needs
- Customer plans for expansion

Each of these variables will be considered when architecting the buildup of the replacement hardware components. Motorola will also work with each third party partner to evaluate the needs and impact of replacement hardware components relative to each covered 3rd party component. This data coupled with Motorola's evaluation and consideration of PremierOne technical requirements will drive the initial build of materials for the replacement hardware/software components. Motorola will review the initial build of materials with the Customer to ensure agreement that all affected system and subsystem components have been considered and are accounted for in the final build of materials and that the Customer is aware of any impacts to infrastructure that may be introduced by

the new hardware/software requirements (things to consider are; sufficient or need to upgrade power, heating or cooling, network bandwidth requirements change, change in the physical space requirements of the hardware components, etc.)

HARDWARE/SOFTWARE PROPOSED EQUIPMENT

The equipment list on the following page represents the current equipment components that are included as part of the hardware refresh. Motorola will supply the then equivalent components at the time of the hardware refresh.

Description	Qty
Server Hardware and Software	
PremierOne HPE 42U Enterprise rack, with Console, KVM Switch, and monitored PDUs	1
Panduit cable strain relief bar for PremierOne	4
PremierOne HPE DL360 Gen10 Host Server	4
PremierOne HPE DL360 Gen10 Monitor Server	1
VMWare vSphere 6 Ent+ CPU	9
VMWare vCenter 6 Std	1
VM, Monitoring and ADC SW SolarWinds Network Performance Monitor SL250 Licence	1
VM, Monitoring and ADC SW SolarWinds NetFlow Traffic Analyzer SL250 Licence	1
F5 BIG-IP LTM 1G Load Balancer	2
Network Hardware	
Extreme Networks Summit X620-16t switch	2
Extreme Networks Summit X460-48 OOB switch	1
PremierOne Fortigate FG-501E Firewall Device	2
PremierOne FortiGate AC Power Supply for FG-300/301E AND FG-500/501E	2
Storage Hardware and Software	
Storage Nimble Storage HF20 SAN 21TB RAW 21x1TB HDD+ (3.6TB flash) iSCSI BUNDLE	1
Storage HP StoreOnce 3520	1
Storage StoreOnce Capacity Expansion to 24 TB LTU	1
Other Hardware and Software	
PremierOne Cable RJ-45(M) to RJ45(M) STP 2.44M CAT6a BLUE	2
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.44M CAT6a AQUA	8
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.44M CAT6a BLACK	4
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a BLUE	2
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a AQUA	4
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a BLACK	4
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a ORANGE	11
PremierOne Cable RJ-45(M) to RJ45(M) UTP 30.5cm CAT6a BLUE	2
PremierOne Cable RJ-45(M) to RJ45(M) UTP 15.2cm CAT6 RED	1
PREMIERONE 10GBASE50CM TWINAXIAL CABLE	6
Lantronix UDS1100 (one required for each 911 interface)	2
Microsoft Windows Server 2016 Std -(16 Core)	2
Microsoft Windows Server 2016 DataCenter (16 Core)	4
Microsoft Windows Server 2016 DataCenter (2 Core) Add lic	16
Microsoft SQL Server Enterprise 2017 4 Core ENT Base Lic	3
Microsoft SQL Server Enterprise 2017 2 Core ENT Add Lic	5
Microsoft SQL Server Standard 2017 4 Core STN Base Lic	1
Microsoft®SysCtrDatacenter 2016 2 Core Base and Add Lic	48

2015 original signed Agreement terms on the following pages.

Maintenance and Support Agreement

Motorola Solutions, Inc., a Delaware corporation ("Motorola") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and Leon County, Florida, a political subdivision of the state, Mike Wood, as Sheriff of Leon County, Florida, a constitutional officer, and the City of Tallahassee, a Florida municipal corporation (hereinafter collectively "Customer"), having a place of business located in Tallahassee, Florida, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the maintenance and support services as described below and in the attached exhibits. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Covered Products, Support Options and Pricing"
Exhibit B	"Customer Support Plan"
Exhibit C	"Labor Rates"
Exhibit D	"System and Database Administration Duty Guidelines"
Exhibit E	"Lifecycle Software Upgrade Professional Services Statement of Work"
Exhibit F	"Lifecycle Hardware Refresh & Upgrade Professional Services Statement of Work"

Section 2 DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

"Motorola" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola owns. The term includes Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases.

"Non-Motorola Solutions Software" means Software that a Third Party other than Motorola owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

"Products" means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "On Demand Releases," "Cumulative Updates," "Supplemental Releases," "Standard Releases," or "Product Releases." The content and timing of Releases will be at Motorola's sole discretion.

An "On Demand Release" is a limited usage release defined as a release of Motorola Software that primarily will address a high priority issue and will be issued on an "as needed" basis; an On Demand Release will be superseded by the next issued On Demand Release or Cumulative Update.

A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A "Supplemental Release" is defined as an interim release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on the Customer's specific configuration, a Supplemental Release might not be applicable.

A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A "Product Release" is defined as a release of Motorola Software considered to be the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

On Demand Releases are identified by the fifth character of the five-character release number, shown here as underlined: "1.2.0.4.a," Cumulative Updates by the fourth digit: "1.2.0.4.a," Supplemental Releases are identified by the third digit: "1.2.0.4.a," Standard Releases by the second digit: "1.2.0.4.a," and Product Releases by the first digit: "1.2.0.4.a."

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

"Software" means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

"PremierOne CAD System" means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to a System Agreement between Customer and Motorola.

"Technical Support Services" means the remote telephonic support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up,

client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

“Update” means an On Demand Release, Cumulative Update, Supplemental Release or Standard Release.

“Upgrade” means a Product Release.

Section 3 SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in this Maintenance and Support Agreement and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is five (5) years, beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Covered Products, Support Options and Pricing Exhibit A.

3.6. Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1. Motorola will provide Technical Support Services and correction of Residual Errors during the 24x7x365 principle period of maintenance in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Covered Products, Support Options and Pricing Exhibit A. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2. Motorola will provide to Customer without additional license fees an available Cumulative Update, Supplemental, or Standard Release for Motorola's PremierOne Applications after receipt of a request from the Customer. In accordance with the Lifecycle Services selected within this Agreement and described in Exhibit E Lifecycle Software Upgrades Professional Services, Motorola will provide installation, listed third party software, and training services associated with an available Standard Release. In accordance with the Hardware Refresh services selected within this Agreement, Motorola will provide up to one available Hardware Equipment replacement. On Demand and Cumulative Updates are designed to be delivered remotely. Services for onsite delivery related to On Demands and Cumulative Updates as requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Motorola does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Motorola's then current Labor Rates for Professional Services.

3.6.5. Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.7. The Maintenance and Support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, including, but not limited to, the Customer's network, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software or equipment not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized equipment, components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System and Database Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems, performing System backup and ensure System and Database Administration duties are performed timely and accurately. Additional System and Database Administration guidelines are located in Exhibit D System and Database Administration Duty Guidelines of this Agreement. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training. The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity

Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10 Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that fees have not been properly stated, Motorola may correct the fee calculation and immediately invoice Customer for the difference (as well as any unpaid but owing license fees) or reimburse the Customer the difference.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work; however, subcontracting will not relieve Motorola of its duties under this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit A. The term prices shown in the Covered Products, Support Options and Pricing Exhibit A will be invoiced quarterly (October 1, January 1, April 1, July 1), in advance of the period of service. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date each invoice is received by Customer. In the event of a renewal at the end of the Agreement's term, Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. In the event of a renewal at the end of the Agreement's term, third-party products will increase annually based on a current vendor supplied maintenance and support quote.

5.2 Service Credits will be assessed based on the Service Level Agreement (SLA) Performance Target Recommendations section in Exhibit B Customer Support Plan within this Agreement. To achieve efficiency in management of earned service credits, Motorola will evaluate Service Credit requests annually to calculate and apply financial results. All service credit claims must be submitted within forty-five (45) days of the end of the annual term date. Annual service credit(s), if any, will be amended as a credit to the following annual maintenance and support term fees, except for the final annual term, in which case the amount of the annual service credit, if any, shall be paid to Customer within forty-five (45) days of the end of that annual term. To apply for SLA credits, the Customer will submit a formal report to

Motorola describing the missed SLA. The report must include the missed service level details and meet the criteria described in the SLA terms of this Agreement. Motorola will review the request and provide feedback and response relative to the fault assertion within 30 days. Service Performance results will be reviewed by Motorola management on a monthly basis.

If Motorola misses a Service Level Agreement Performance Target Recommendation, the Customer is entitled to a Service Credit occurrences as follows:

- 5.2.1 First Occurrence – 10% reduction of monthly service charge
- 5.2.2 Second Occurrence – 15% reduction of monthly service charge
- 5.2.3 Third Occurrence and each Occurrence thereafter – 25% reduction on monthly service charge

Monthly Service Charge is defined as the monthly value associated with Exhibit A, Covered Products, Support Options and Pricing, as set forth in the 5 Year Support Fees Summary table at line Total Support. (e.g. A PremierOne CAD outage exceeding service level agreement credit is based on the percentage of the monthly Total Support fee).

Missed SLA occurrences will be cumulative within a single month, based on the number of total occurrences across SLA's, not only within a single SLA. A single event will qualify as one Occurrence only and will not be eligible for duplicate credits. Multiple occurrences of the same type of event will not be counted when the root cause has been determined and a fix has been offered. SLA's and service credits do not apply to events related to Customer's areas of responsibility, such as but not limited to, the network or workstation hardware. Motorola resources used in researching errors caused by the Customer's areas of responsibility will result in a reverse service credit equal to the service credit values outlined above, but in no event shall the total annual amount of reverse service credits exceed the total annual amount of service credits due to the Customer during any term of this Agreement. Motorola will submit a formal report for reverse service credit including the case notes, and if appropriate, support detail and root cause information. The Customer will respond to the fault assertion within thirty (30) days. If a dispute arises related to the root cause results and responsibility, the resolution process indicated in section 8.7 of this Agreement will govern.

5.3 Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.4 If Customer requests in writing, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.5 Prices are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Motorola. If such charges are imposed upon Motorola, Customer will reimburse Motorola upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service, under the then current term, as provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA SOLUTIONS PURSUANT TO THIS AGREEMENT. No action for contract breach or

otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 7. DEFAULT/TERMINATION

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan and will continue diligently until implementation is complete.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Motorola will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Motorola to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Motorola in connection with this Agreement that is required by law to be held confidential. As an alternative to the return of such Confidential Information, Customer may seal and deliver same to an appropriate officer, official, or employee for retention and destruction in accordance with Florida law.

7.5. Any termination by Customer prior to the expiration of the multi-year term, for any reason other than Motorola default, will solely result in an early termination fee equal to the annual discount applied to the invoices for the multi-year term issued by Motorola to and including the date of such termination and which will be due and payable by Customer within thirty (30) days of the date of such termination. Annual discounts, if any, for the multi-year term shall be calculated utilizing Exhibit A, Covered Products, Support Options and Pricing as set forth in the 5 Year Support Fees Summary table at lines: Multi-Year Discount; HP HW Multi-Year Discount; and HP Add-On HW Multi-Year Discount.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer: Leon County, Florida
Attn: Director of the Office of Information Technology
301 South Monroe Street, P3 Level
Tallahassee, FL 32301

Customer: Leon County, Sheriff
Attn: IT Manager
2825 Municipal Way
Tallahassee, FL 32304

Customer: City of Tallahassee
Attn: Chief Information Systems Officer
300 S. Adams Street (Box A-7)
Tallahassee, FL 32301

Motorola Solutions, Inc.
Attn: Law Dept.
1303 E. Algonquin Road, IL01, 10th Floor
Schaumburg, IL 60196

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.

8.5. This Agreement, including the Exhibits, constitutes the entire agreement of the parties regarding the covered Maintenance and Support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Illinois if Licensee is not a sovereign government entity.

8.7 DISPUTES

8.7.1 Settlement Preferred. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution. The dispute resolution process shall be completed by the Parties within sixty (60) days, unless otherwise agreed to in writing, by the Parties.

8.7.2 Litigation. A Party may submit to a court of competent jurisdiction in the state of Florida any claim relating to intellectual property of a breach of confidentiality provisions and any dispute that

cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of dispute resolution procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of the either Party. Either Party may resort to the judicial proceedings described in this section upon the expiration of a sixty (60) day dispute resolution period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or before expiration of the sixty (60) day dispute resolution period should interim relief from the court be necessary to prevent serious and irreparable injury to the Party.

Section 9. CERTIFICATION DISCLAIMER

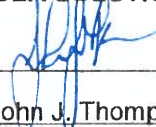
Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

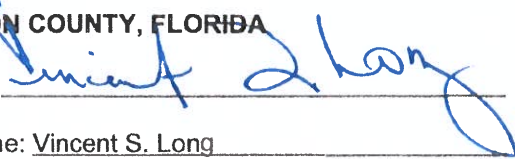
Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

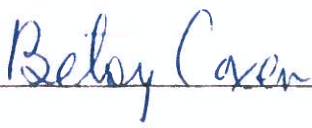
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above:

MOTOROLA SOLUTIONS, INC.

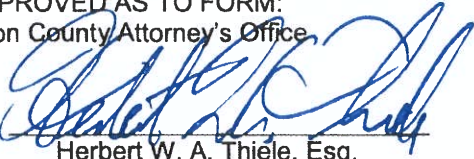
By: 
Name: John J. Thompson
Title: MSSSI Vice President
Date: 3/3/15

LEON COUNTY, FLORIDA
By: 
Name: Vincent S. Long
Title: County Administrator
Date: 9/16/15

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: 


APPROVED AS TO FORM:
Leon County Attorney's Office

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

**MIKE WOOD, AS SHERIFF,
LEON COUNTY, FLORIDA**

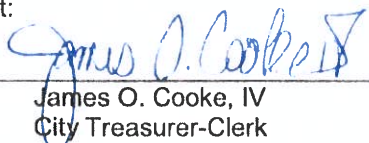

Mike Wood, Sheriff

Approved as to form:

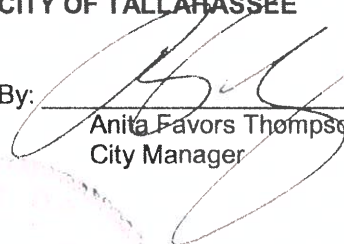
By: 
Major Robert E. Long, Jr.
General Counsel

Date executed by SHERIFF: 22 SEP 15

Attest:

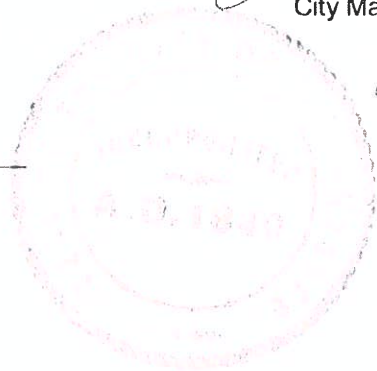
By: 
James O. Cooke, IV
City Treasurer-Clerk

CITY OF TALLAHASSEE

By: 
Anita Favors Thompson
City Manager

Approved as to form:

By: 
City Attorney



AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE, LEON COUNTY, FLORIDA AND LEON COUNTY SHERIFF REGARDING THE CONSOLIDATION OF PUBLIC SAFETY DISPATCH COMMUNICATIONS

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and among the City of Tallahassee, a Florida municipal corporation (the “City”); Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”); and the Leon County Sheriff (the “Sheriff”).

RECITALS

WHEREAS, the City, County and Sheriff are authorized to establish a separate legal entity pursuant to Section 163.01, Florida Statutes, which provides that any public agency, including any city, county, and any independently elected county officer, shall have the power to establish a separate legal entity by interlocal agreement to administer the provision of public safety consolidated dispatch services on a countywide basis; and

WHEREAS, the City, County and Sheriff wish to enter into an agreement that creates a consolidated dispatch agency for the purposes of dispatching law enforcement, fire and emergency medical services personnel; and

WHEREAS, the City currently dispatches Tallahassee Police Officers and the Tallahassee Fire Department; and the Sheriff’s Office currently dispatches Leon County Sheriff Deputies; and Leon County currently dispatches Leon County Emergency Medical Services personnel; and

WHEREAS, the consolidation of the dispatch function of all law enforcement and emergency personnel is found and declared to be in the best interest of the health, safety and welfare of all Leon County and City of Tallahassee residents; and

WHEREAS, the City, County and Sheriff entered into a Memorandum of Agreement dated December 13, 2006 and an Amendment to Memorandum of Agreement dated November 3, 2011, collectively, the “MOA”, to create a Public Safety Communications Board to manage the existing 800 MHz Public Safety Communications system and develop a plan for public safety consolidated dispatch services on a county-wide basis; and

WHEREAS, the City, County and Sheriff hereby find it appropriate to dissolve the Public Safety Communications Board, terminate the MOA, and replace same with this Chapter 163 Interlocal Agency Agreement; and

WHEREAS the City, County, and Sheriff entered into an Interlocal Agreement for the Consolidation of Public Safety Dispatch Communications dated May 31, 2012; and

WHEREAS Section 15(B) of the Interlocal Agreement provides authority to amend the terms of the Interlocal Agreement; and

WHEREAS all Parties have agreed to incorporate the First Amendment dated October 4, 2012; the Second Amendment dated March 27, 2013; the Third Amendment dated May 14, 2013; and the Fourth Amendment dated December 14, 2016 into this, Amended and Restated Interlocal Agreement Between the City of Tallahassee, Leon County, Florida and Leon County Sheriff Regarding the Consolidation of Public Safety Dispatch Communications.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the City, County and Sheriff do hereby agree as follows:

SECTION 1. CONSOLIDATED DISPATCH AGENCY

Pursuant to Section 163.01(7), Florida Statutes, the City, County and Sheriff, collectively the Parties, hereby create a Consolidated Dispatch Intergovernmental Agency (“Consolidated Dispatch Agency” or “CDA”) to govern and manage the provision of public safety consolidated dispatch services on a county-wide basis. This Agreement is intended to replace the MOA, which will be terminated by a separate agreement that also will dissolve the Public Safety Communications Board.

SECTION 2. POWERS AND DUTIES OF CONSOLIDATED DISPATCH AGENCY

The CDA, being established and charged with the responsibility of providing public safety consolidated dispatch services for the Leon County Sheriff, Leon County Emergency Medical Services, and the City of Tallahassee Police and Fire Departments, shall have all of the powers granted to it by this Agreement and the general laws of the State of Florida as may be necessary and proper to carry out the intent and purposes of this Agreement. In addition thereto, the CDA shall have the following specific powers and authority:

1. To sue and be sued in the name of the CDA.
2. To pay any and all costs of the CDA, including but not limited to, the acquisition of equipment and services for the provision of public safety consolidated dispatch services.
3. To hire, employ and retain any and all persons deemed necessary to carry out the purposes of this Agreement.
4. To enter into contracts, including but not limited to, those with emergency service providers, municipalities, counties and state and federal governmental units, for the purposes of obtaining financial aid, grants, assistance or benefits, and otherwise, for the purpose of carrying out the intent of this Agreement.
5. To participate in state and city retirement and pension plans for the benefit of its employees.
6. To exercise any other powers provided by this Agreement supplemental, incidental or amendatory hereto, as adopted by the Parties.

SECTION 3. GOVERNING BODY; POWER AND DUTIES OF THE BOARD

A. The governing body of the CDA established hereby shall consist of the City of Tallahassee City Manager, the Leon County Administrator and the Leon County Sheriff, hereinafter called the "Board", and shall meet as necessary to conduct its duties and responsibilities in accordance with the powers set forth in this Agreement. The Board shall govern itself wholly within the purview of the Government-in-the-Sunshine-Act. A quorum shall be required to take any official action by the Board, which shall consist of all three (3) members. Action by the Board shall be upon unanimous vote.

B. The Board shall have all the powers granted to it by this Agreement, and as may be necessary to carry its duties as set forth herein. In addition thereto, the Board shall have the specific authority to adopt an annual operating budget, subject to approval by the Parties, and shall be required to meet, and adopt said annual operating budget by August 30. Failure to adopt a budget by August 30 shall cause the immediate past (or current) fiscal year annual operating budget to be adopted for the next fiscal year by the Board. The Board shall also have the specific authority to appoint a CDA Director, and shall have the authority to terminate the employment of the CDA Director, as it deems appropriate. The Board shall evaluate the performance of the CDA Director on not less than an annual basis.

C. The Board, upon the recommendation of the CDA Director, shall adopt standard operating procedures that shall govern the operations and performance of the CDA.

D. The Board, upon recommendation of the CDA Director, may adopt personnel policies for administration of CDA personnel matters, including but not limited to layoff, leave, anti-harassment, anti-discrimination, hiring, payroll, and grievance. In the absence of such an adoption, CDA personnel matters shall be administered in accordance with City personnel policies. Any changes to personnel policies after the Commencement Date which apply to CDA employees shall be binding on the CDA unless and until otherwise rejected by the Board. The City shall provide the CDA Director with copies of its current personnel policies; and, thereafter, shall provide copies of all amendments to such policies.

SECTION 4. CONSOLIDATED DISPATCH AGENCY MANAGEMENT COMMITTEE

A. A CDA Management Committee is hereby established to provide information to the CDA Director. The CDA Management Committee shall consist of the Sheriff's Appointee, the Police Chief, the Fire Chief and the Emergency Medical Services Chief, or their respective designees.

B. The CDA Management Committee shall provide information to the CDA Director with respect to the following issues relating to the administration of the CDA: (1) standard operating procedures; (2) personnel policies; (3) budgetary, insurance, purchasing, human resources, fleet and facilities, technology and dispatch needs; and (4) long and short-term plans for the operation of the CDA.

C. The CDA Management Committee shall only act as a decision-making committee, subject to Section 286.011, Florida Statutes, and make recommendations to the Board regarding (1) the hiring of the CDA Director; (2) issues concerning the Digital Trunked Simulcast Radio System; and (3) other issues specifically assigned by the Board to the CDA Management Committee for recommendation. A quorum, which shall consist of not less than three members, shall be required for the CDA Management Committee to consider any official action pursuant to this section. Official action by the CDA Management Committee shall be upon majority vote of the members present at a meeting.

D. The CDA Director shall be responsible for the general administration and operation of the Digital Trunked Simulcast Radio System, owned by the Parties, in accordance with that certain Agreement among the Parties dated December 20, 2007, as the same may be amended from time to time.

SECTION 5. CONSOLIDATED DISPATCH AGENCY DIRECTOR

A. There is hereby established the position of the CDA Director. The CDA Director shall be hired by the Board and may be terminated by the Board, as it deems appropriate. The CDA Director shall be an at-will position and shall report directly to the Board.

B. The CDA Director shall direct the CDA towards its primary objective and assume overall management control of all public safety consolidated dispatch services county-wide. The CDA Director's duties shall include, but not be limited to, the following: developing policies, procedures and an annual operating budget for the CDA, subject to the review of the CDA Management Committee and approval of the Board; updating the CDA Management Committee with project status reports, as necessary; managing the daily operations of the CDA; supervising and evaluating CDA employees; and implementing an annual financial audit conducted by an independent public accounting firm licensed under Chapter 473, Florida Statutes.

SECTION 6. LOCATION

The primary location for the Consolidated Dispatch Agency shall be in the Public Safety Complex Facility located at 911 Easterwood Drive, Tallahassee, Florida. A separate Agreement shall govern the operation and maintenance of the Public Safety Complex Facility. A back-up facility for the Consolidated Dispatch Agency shall be located at the Leon County Jail.

SECTION 7. PERSONNEL

A. All existing dispatch operations personnel of the City, the Sheriff and the County shall become employees of the Consolidated Dispatch Agency upon the Commencement Date of the Agreement.

B. For purposes of retirement, existing Sheriff and County employees may elect, not later than the Commencement Date, to maintain their current retirement plan through the Florida Retirement System. Alternatively, existing Sheriff and County employees may elect, not later than the Commencement Date, to switch to the City's Pension Plan. Existing Sheriff and County employees will be provided professional financial support in evaluating the election described

above. All new employees of the CDA hired after the Commencement Date shall become members of the City pension plan. The CDA will be the retirement administrator for all CDA employees, although the City will act as its agent.

C. The CDA shall be the benefit administrator for all CDA employees. The City will be the retirement benefit administrator for all CDA employees.

D. The sole authority to hire and terminate employees of the CDA shall rest with the CDA Director.

SECTION 8. FUNDING

A. The City and County shall fund the CDA budget proportionately based upon the per capita population within the corporate limits of the City of Tallahassee for the City, and the per capita population within the unincorporated area of Leon County for the County, as established in the most recent certified census ("Proportionate Share"). The CDA budget shall include costs associated with the provision of public safety consolidated dispatch services contemplated under this Agreement, including the operation and maintenance of work space, personnel, equipment and other Service Cost Allocations attributable to the CDA. The budgeted allocations will be made net of any other resources utilized to support the CDA, such as Fire and/or Emergency Medical Services revenues, grants in aid, etc. The allocation of costs for operation and maintenance of the Public Safety Complex shall be governed by a separate Agreement.

B. Service Cost Allocations are defined as those costs associated with services provided to the CDA by the Parties, which include but are not limited to, human resources, accounting, purchasing, information services, risk management, insurance, legal, finance, revenue collection, treasury management, records management, retirement administration, payroll, accounting services and equipment. The respective Party providing each service shall be entitled to reimbursement or credit through a cost allocation which shall be included in the CDA's annual budget.

C. The annual budget for each fiscal year, inclusive of pay adjustments, of the CDA which is to be funded as set forth above, shall be prepared by the CDA Director, reviewed and upon the recommendation of the CDA Management Committee, adopted by the Board prior to the inception of each fiscal year, and approved by each Party before such budget shall become effective. The CDA budget request shall be submitted by the CDA Director in a format consistent with the City's budget process. The budget shall be amended and approved as part of the budget process of each Party. Not later than December 15 of each year, all unspent budgeted funds for the preceding fiscal year shall be returned to the Parties, based upon their Proportionate Share. Not later than the first day of each fiscal year quarter, the City and the County shall transfer funds to the CDA an amount equal to one quarter (1/4) of their Proportionate Share of the approved annual budget for the CDA.

D. Funding to support the hiring of the CDA Director prior to the Commencement Date shall be allocated to the Sheriff and City based on the Proportionate Share.

SECTION 9. OPERATIONS

A. All standard operational procedures of the CDA must be approved by the Board, upon the recommendation of the CDA Management Committee, pursuant to Section 4.B, and shall be implemented by the CDA Director.

B. The Board is authorized to utilize employees, property, equipment and services of the Parties in assisting the CDA in performing its obligations and duties as set forth in this Agreement, upon the consent of the Parties, and the subject Party may charge the CDA the reasonable costs associated therewith. By accepting the use of such employees, property, equipment and services, the CDA thereby agrees to pay the reasonable costs associated therewith.

C. The County shall provide support for the CDA's telephone system. The Sheriff shall provide support for the E-911 system. The City shall provide support for the following: CDA's computer hardware (e.g., personal computers, servers, network, etc.); software; Computer-Aided Dispatch ("CAD") Systems: installation, maintenance, training, and management of the hardware and software supporting Motorola systems (including but not limited to systems used for CAD such as Premier One CAD, NCIC/FCIC, ProQA, Aqua, Adore DOR Tracking, etc.) in coordination with Motorola and/or its vendors. The City and the County, in accordance with the existing GIS Agreement, will support the county-wide Geographical Information System, used by CDA employees and other users, in accordance with that certain Agreement among the City, the County, and the Leon County Property Appraiser dated May 30, 1990, and all amendments thereto (if any). All services provided by or through the City or County shall be billable to, and paid by, the CDA.

D. To the extent possible, and for purposes of interoperability and resource sharing, the Parties agree to maintain compatible Records Management Systems.

SECTION 10. ADMINISTRATIVE

The CDA shall follow the City administrative policies and procedures relating to purchasing, finance, and accounting unless other policies or procedures are adopted by the Board.

SECTION 11. ATTORNEY TO CONSOLIDATED DISPATCH AGENCY

The Sheriff's designee may serve as attorney of record to the CDA for liability related issues. The City Attorney, or his designee, may serve as attorney of record to the CDA for employment related issues. The Board may appoint an attorney to represent the CDA and Board who shall be a member of the Florida Bar and in good standing with sufficient relevant experience. Attorney's fees for services rendered may be paid by the CDA as approved by the Board. Each Party's legal representative may serve as an attorney of record for legal matters where that Party's interests are directly affected.

SECTION 12. WITHDRAWAL FROM CONSOLIDATED DISPATCH AGENCY AND DISSOLUTION

A. The CDA shall continue to exist until dissolved in accordance with the general laws of the State of Florida and this Interlocal Agreement. Should any Party desire to withdraw from the CDA, it may do so by adopting an appropriate resolution so declaring its intent to withdraw and notify the Board and the other Parties by April 1st of the ninth year of the then current term, with such termination to be effective at the end of the then current term (10th year). In the event said Party should withdraw from the CDA, the CDA shall be deemed dissolved and upon the Effective Date of such dissolution, all property, real and personal, conveyed to the CDA by the Parties, if any, shall revert to the ownership of the Party that conveyed same.

B. Should all Parties desire to withdraw from the CDA, the CDA shall be deemed dissolved and upon the effective date of such dissolution, all property, real and personal, conveyed to the CDA by the Parties, if any, shall revert to the ownership of the Party that conveyed such property to the CDA. The Board shall determine the disposition of all property, real and personal, owned by the CDA.

SECTION 13. AGENCY LIABILITY

The CDA, upon the Effective Date of this Agreement, (i) shall be responsible and liable, in accordance with Florida law, for all acts and omissions of the CDA, its officers, agents or employees arising out of, or relating in any way to, the CDA's provision of joint dispatch services under this Agreement and its use or occupancy of the Public Safety Complex and (ii) shall defend, indemnify and hold the Parties harmless from and against any and all suits, damages, and costs, including attorney's fees and costs of defense and litigation, arising out of such provision of services or such use or occupancy. The liability of the CDA under this section is intended to be consistent with the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and is not intended to alter said waiver nor extend the liability of the CDA beyond the limits established in said Section 768.28. Nothing in this Section shall be construed as requiring the CDA to so indemnify a Party for that Party's own acts or omissions or the acts or omission of that Party's officers, agents or employees.

SECTION 14. INSURANCE

The CDA shall obtain, and keep in force and effect at all times, (i) liability insurance in such amounts, and providing such coverage, as may be deemed appropriate by the Board, and (ii) workers' compensation insurance in such amounts as may be required by Florida law.

SECTION 15. MISCELLANEOUS PROVISIONS

A. Liability for Prior Claims.

The Parties shall remain liable for any and all claims of property damage, liability, workers' compensation, etc., including but not limited to, payment of claims, judgments, awards, and legal fees for injuries, illnesses, or events occurring prior to the Commencement Date of this Agreement and which is attributable to that respective Party.

B. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

C. Assignment.

The Parties agree not to assign any of the services specified by this Agreement to a third-party without the prior written consent of the other Parties.

D. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provision 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 written notice to the other Parties in writing, setting forth the name of the Party or Parties involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
2. Should the Parties be unable to reconcile any dispute, the appropriate City, County and Sheriff personnel 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 Board. If the Parties are unable to reconcile their dispute, they shall report their impasse to the Board who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.
3. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then any Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Parties. The mediator shall meet the qualifications set forth in Rule 10.010(c), 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 emergency services matters. 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.

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 such dispute may be referred to binding arbitration by either of the Parties. 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 Parties (the "Respondent(s)"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent(s), 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.

E. Recordation.

The County shall record this Agreement with the Leon County Clerk of the Court upon execution of the Parties and prior to the Commencement Date. Upon return of the recorded Agreement, the County shall deliver a recorded copy of this Agreement to the City and Sheriff.

SECTION 16. EFFECTIVE DATE

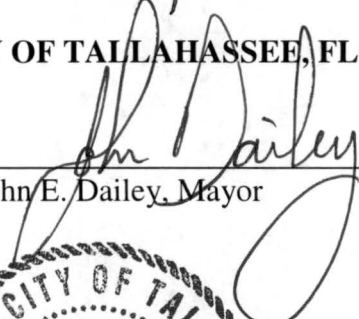
This Agreement shall be effective ("Effective Date") upon execution by all Parties.

SECTION 17. TERM; COMMENCEMENT DATE; RENEWAL

The term of this Agreement shall be for a period of ten (10) years commencing April 1, 2013 ("Commencement Date") and shall be renewed automatically at the end of that, and each subsequent, ten-year period, except as may be provided in Section 12.

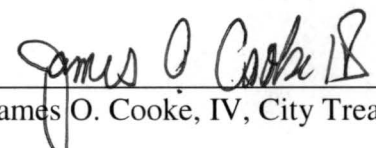
IN WITNESS WHEREOF, the Parties cause this Interlocal Agreement to be executed by their duly authorized representatives this 5 day of February, 2019.

CITY OF TALLAHASSEE, FLORIDA

By: 
John E. Dailey, Mayor



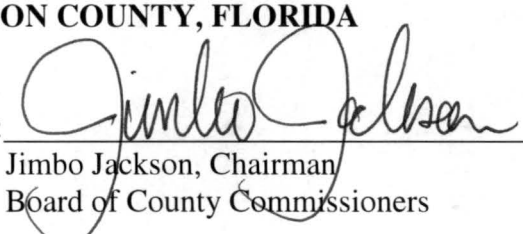
Attest:

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

Approved as to form:

By: 
Cassandra K. Jackson, City Attorney


LEON COUNTY, FLORIDA

By: 
Jimbo Jackson, Chairman
Board of County Commissioners

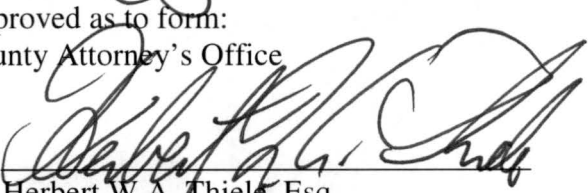


Attest:

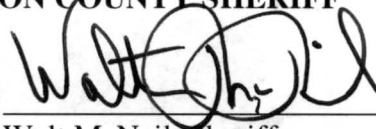
Gwendolyn Marshall, Clerk of Court & Comptroller, Leon County

By: 

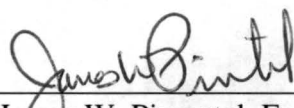
Approved as to form:
County Attorney's Office

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

LEON COUNTY SHERIFF

By: 
Walt McNeil, Sheriff

Approved as to form:

By: 
James W. Pimentel, Esq.
Sheriff Attorney

**Leon County
Board of County Commissioners**

Notes for Agenda Item #21

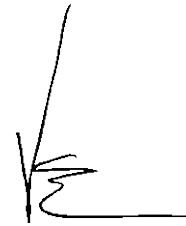
Leon County Board of County Commissioners

Agenda Item #21

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Landfill Closure Update and Proposed Design Modifications

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director, Engineering Services

Statement of Issue:

This agenda item seeks the Board's acceptance of a status update on the Landfill Closure Project, authorization to mutually terminate the Landfill Closure Construction agreement with Comanco Environmental Corporation, and authorization to rebid the Landfill Closure Construction after design modifications have been completed. The design modifications will ensure the landfill is closed in the most environmentally sensitive manner in order to address site conditions identified early in the closure process.

Fiscal Impact:

This item has a fiscal impact based on the proposed design modifications for the closure of the landfill. Final costs related to the modifications will be incorporated into the next budget cycle upon the completion of the bidding of contract(s).

Staff Recommendation:

- Option #1: Accept the status update on the Landfill Closure Project.
- Option #2: Authorize the County Administrator to amicably terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction.

Report and Discussion

Background:

The Landfill Closure is essential to the following FY2017-FY2021 Strategic Initiatives:

- *Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site. (2016-15)*
- *Implement a master plan for the Apalachee Regional Park. (2016-24A, rev. 2017)*

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

- *Protect the quality and supply of our water. (EN1)*
- *Conserve and protect environmentally sensitive lands and our natural ecosystems. (EN2)*
- *Maintain and enhance our parks and recreational offerings and green spaces. (Q1)*
- *Promote livability, health and sense of community by enhancing mobility, encouraging human scale development and creating public spaces for people. (Q6)*

This agenda item seeks the Board's acceptance of a status update on the Landfill Closure Project, authorization to mutually terminate the Landfill Closure Construction agreement with Comanco Environmental Corporation (Comanco), and authorization to rebid the Landfill Closure Construction once design modifications have been completed. As discussed in more detail in the Analysis section, the early identification of hazardous site conditions during the landfill closure process and implementation of pro-active operational measures have resulted in the proposed design modifications to ensure the landfill is closed in the most environmentally sensitive manner. Further, the design modifications to the landfill closure operation will not interfere or negatively impact any cross-country events including the 2021 NCAA Cross Country Championship.

At the April 10, 2018 meeting, the Board approved the Agreement with Comanco for the construction of the Solid Waste Management Facility Class I and Class III South Landfill Closure, with construction commencing on June 18, 2018. The closure was anticipated to take two years. The project team for the closure consists of County Solid Waste and Engineering staff, Comanco, and Locklear & Associates, the County's consulting engineer for solid waste services.

In October 2018, as part of the preliminary phases of the closure process, staff and Comanco identified environmental conditions in the northern boundary of the Landfill. In an abundance of caution, excavation activities were immediately ceased in that area and the project team modified Comanco's workplan to continue the closure process in a different part of the Landfill. The project team further assessed the site conditions around the northern boundary to identify an appropriate course of action and determined that further excavation would result in the exposure of hazardous materials. In March 2019, the project team recommended design modifications to prevent said exposure and best serves the long-term use of the entire site as a regional park. At that time, the County ceased all landfill closure activities and worked with Comanco to devise a demobilization plan to safely secure the site in accordance with the Florida Department of Environmental Protection (FDEP) guidelines.

Following the demobilization, the project team consulted with FDEP to evaluate concepts for the design modifications to safely close the landfill. Once the modifications are complete, FDEP will advise whether the County will need a permit amendment or a new Landfill Closure Permit from FDEP. Upon further conversations with Comanco and as explained further in the analysis, the stoppage of the landfill excavation closure presents a burden on Comanco's ability to secure additional work while it is under contract with Leon County. At Comanco's request, this item seeks Board authorization to amicably terminate the agreement with Comanco and to rebid the Landfill Closure Construction Project once the design modifications have been completed and approved by FDEP.

Analysis:

On December 8, 2014, as part of the annual retreat, the Board discussed a series of long-term policy issues including the future use of the Solid Waste Management Facility. At the April 28, 2015 Budget Workshop, the Board directed staff to formally proceed with the permanent closure of the landfill and provided direction for the development of a master plan for enhancing Apalachee Regional Park (ARP). These long-term projects and investments in the transition of the site have been proceeding accordingly with the Board's approval of the Apalachee Regional Park Master Plan (Master Plan) in 2017 and the Comanco agreement in 2018 for the closure of the landfill.

In October 2018, early in the closure process, staff and Comanco identified hazardous site conditions on the northern boundary of the landfill in which the bottom liner between Phase IIB and Phase IIC Cells could not be located. The liner is intended to be a barrier which is laid down under landfill sites to protect soil and groundwater. In an abundance of caution, excavation activities were immediately ceased in that area. In order to minimize any delay of the closure project, staff directed Comanco to shift its closure operation to the west side of the landfill while the project team evaluated the liner issue.

The lack of a liner on the northern boundary is the result of a tear. Further excavation of the area where hazardous materials had historically been buried at the landfill would have posed environmental concerns for this project. Upon identifying this issue early in the closure process, the project team agreed to immediately cease any excavation activities near the northern boundary and explore alternative approaches to prevent any hazardous material exposure. The project team consulted with FDEP throughout this process since any modifications would have to be documented and approved by FDEP.

In March 2019, the project team recommended design modifications to prevent said exposure and best serves the long-term use of the entire site as a regional park. At that time, the County ceased all landfill closure activities and worked with Comanco to devise a demobilization plan to safely secure the site in accordance with FDEP guidelines.

Comanco began the demobilization process and placed an average of six inches of clay throughout the entire construction site to cover all waste exposed during closure activities. Afterwards, County crews seeded the new cover for erosion control. All construction materials delivered to the site were inventoried and secured before Comanco's demobilization in March 2019. Leon County

staff continues the erosion control and site maintenance until the landfill closure operation resumes.

The project team assessed the environmental conditions and have mutually agreed that design modifications for closure project are warranted. To ensure the environmental stewardship of the site, the project team finds that a 'fill only' approach would best serve the long-term use of the property as a regional park and the adjacent water body. This would complete the landfill closure without excavating or regrading the solid waste materials. FDEP concurs that the fill only design is a good approach and looks forward to working with the County during the modification process. According to the schedule provided by the designer, Locklear and Associates, the modifications will take approximately six months to complete including the time for FDEP's review and consent.

Once the project team agreed on the proposed design modifications, Comanco expressed concerns about the downtime associated with the project delay, the burden it would place on its business, and requested to be released from its contract with the County. As part of the original contract award, Comanco was required to provide a \$12.9 million bond. Due to the delays associated with the design modifications, Comanco is not working at the project site and is not generating any income. Furthermore, Comanco is unable to bid large projects as their bonding capability is greatly restricted with the current bond still in place for this project.

Amicably terminating the contract with Comanco will allow them to pursue other work opportunities while the design modifications are ongoing. This requires Board approval since the project has not been completed and there is 'no cause' for the County Administrator to terminate the contract for lack of performance. As a result, this item seeks Board authorization to amicably terminate the agreement with Comanco and to rebid the Landfill Closure Construction Project once the design modifications have been completed and approved by FDEP. Comanco remains interested and eligible to competitively bid on the next phase of the landfill closure project.

The design modifications will require additional cover materials to be transported to the landfill and may allow more contractors to bid on this project. This will not include any solid waste material excavation or handling. In addition, staff is developing a plan to utilize either crews from Public Works or a hauling contractor to transport materials from the F.A. Ash Borrow Pit to reduce costs and time in the final phase of the closure operations. Final costs related to the modifications will be incorporated into the next budget cycle upon the completion of the design modifications and bidding of contract(s).

It is anticipated to have the design modifications completed and permitted by Spring 2020, followed by three to four months to seek competitive bids so the closure operation can resume within a year. Once the closure resumes, preliminary estimates call for closure operations to last approximately 18 months and be completed by Summer 2022.

ARP Master Plan

The landfill closure was scheduled for completion by Summer 2020, more than a year in advance of hosting the 2021 NCAA Cross Country Championship at Apalachee Regional Park. The implementation of the ARP Master Plan approved by the Board in 2017 has been occurring simultaneously with the landfill closure resulting in close coordination and adjustments between

the two projects so that the landfill closure operation will not interfere or negatively impact any cross country events including the 2021 NCAA Cross Country Championship.

For example, the plan to relocate the radio control airplane field was dependent on the closure of the landfill. However, Parks and Recreation staff worked with the Seminole Radio Control Club and identified a new location on the property for the radio control airplane field. As a result, the current radio control airplane field will be vacated for the construction of the cross country facilities as part of the Phase 1 implementation of the ARP Master Plan.

Staff recommends Board acceptance of the Landfill Closure Project status update and authorization for the County Administrator to amicably terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction.

Options:

1. Accept the status update on the Landfill Closure Project.
2. Authorize the County Administrator to amicably terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction.
3. Do not authorize County Administrator to terminate the Landfill Closure Construction Agreement with Comanco Environmental Corporation and to rebid the Landfill Closure Construction
4. Board direction.

Recommendation:

Options #1 and #2

**Leon County
Board of County Commissioners**

Notes for Agenda Item #22

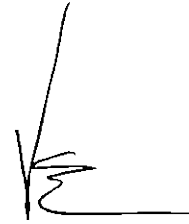
Leon County Board of County Commissioners

Agenda Item #22

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Full Board Appointments to the Leon County Research and Development Authority Board of Governors

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	<u>Nominating Committee:</u> Vincent S. Long, County Administrator, Chairman Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality J. Murray Gibson, Dean, FAMU/FSU College of Engineering Eric Palm, Deputy Director, National High Magnetic Field Laboratory Anne Longman, Past Chair, LCRDA Board of Governors

Statement of Issue:

This agenda item seeks the Board's approval for appointments to the Leon County Research and Development (LCRDA) Board of Governors as recommended by the LCRDA Nominating Committee.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Appoint two citizens to the Leon County Research and Development Authority Board of Governors, recommended by the nominating committee as follows:
- Appoint Sonjoy Goswami for the remainder of the unexpired term ending Sept. 30, 2020.
 - Appoint Kevin Graham for the remainder of the unexpired term ending Sept. 30, 2022.
- Option #2: Approve the associated proposed appointment Resolution (Attachment #1).

Report and Discussion

Background:

Pursuant to County Resolution No. 16-19 which establishes the LCRDA Nominating Committee, this agenda item seeks the Board's approval for appointments to the Leon County Research and Development (LCRDA) Board of Governors as recommended by the LCRDA Nominating Committee.

The LCRDA was created by the Leon County Board of County Commissioners (Board) pursuant to County Ordinance No. 80-68 in accordance with Section 159.703, Florida Statutes. The mission of the Authority is to work in affiliation with Florida State University, Florida A&M University, and Tallahassee Community College to promote scientific research and development activities, and economic development to broaden the economic base of Leon County. The Authority is a dependent special district managed by an 11-member Board of Governors (expanded from 9 in 2014) with two staff members including an Executive Director and an Executive Assistant.

The LCRDA Board of Governors (BoG) consists of the presidents, or presidents' designees, of Florida A & M University, Florida State University, and Tallahassee Community College, the Mayor of the City of Tallahassee, or a designee, one member of the Leon County Board of County Commissioners, and 6 at-large members representing the private sector to be appointed by a majority vote of the Leon County Board of County Commissioners to serve a term of four years. As per Resolution No. 16-19, the six at-large members are appointed by a majority vote of the Board of County Commissioners and by a duly enacted resolution of the Board.

County Resolution No. 16-19 establishes the Leon County Research and Development Authority Nominating Committee (Committee) to provide recommendations to the Board for appointment of members on the Authority. The Committee is comprised of the following members:

- County Administrator or designee (serves as Chairman of the Nominating Committee)
- Director of the Office of Economic Vitality
- Director of the National High Magnetic Field Laboratory at Innovation Park
- Dean of the Florida A & M University/Florida State University College of Engineering
- Chair of the Leon County Research and Development Authority (or a designee of the LCRDA when the Chair is applying for reappointment)

There are currently two at-large private sector vacancies on the BoG. Kim Williams, whose term was due to expire on September 30, 2020, has resigned effective August 2, 2019. Paul Dean, whose term is due to expire on September 30, 2022, has also resigned effective September 30, 2019. The terms for the vacancies are for the remainder of the unexpired terms, one year (William's seat) and three years (Dean's seat).

In order to promote public awareness of the vacancies and the opportunity to serve on the BoG, ads were placed on the Leon County website, social media platforms, and in the Leon County LINK. As a result, the County received seven (7) applications.

Analysis:

On August 12, 2019, the County Administrator convened a meeting of the Committee to consider the applicants for appointment to the LCRDA by the Board. The Committee members consisted of:

- Vincent S. Long, County Administrator
- Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality
- J. Murray Gibson, Dean, FAMU/FSU College of Engineering
- Eric Palm, Deputy Lab Director, National High Magnetic Field Laboratory
- Anne Longman, LCRDA Board of Governors, (LCRDA Chair's designee)

The Committee thoroughly reviewed each of the seven (7) applications to determine the candidates that possessed unique and distinct skill sets and experience needed by the LCRDA. After considerable discussion, the Committee unanimously nominated two of the candidates. The Committee has nominated the following individuals for the terms indicated:

- Sonjoy Goswami (one-year term)
- Kevin Graham (three-year term)

It was the Committee's belief that the knowledge and experience of the two (2) candidates would be significantly beneficial to the LCRDA. The following provides a brief summary on each candidate:

Sonjoy Goswami (Attachment #2)

Mr. Sonjoy Goswami is the Vice President of Global Supply Chain and Operations for Danfoss Turbocor, whose headquarters are located in Innovation Park of Tallahassee. He has spent his career in areas related to global customer experience and quality, new product introduction, medical device quality standards, medical device product development, quality assurance and software engineering.

Kevin Graham (Attachment #3)

Kevin Graham holds a Florida Real Estate License has over 20 years of land development and real estate experience including Newland Real Estate Group and The St. Joe Company. He is currently the Executive Director of the Florida State University Real Estate Foundation, and is responsible for leading major real estate initiatives including the Gateway District and Arena District development projects.

As required by the Board's Resolution No. 16-19, this item seeks the approval of the proposed Resolution appointing the at-large members (Attachment #1).

Options:

1. Appoint two citizens to the Leon County Research and Development Authority Board of Governors, recommended by the nominating committee as follows:
 - a. Appoint Sonjoy Goswami for the remainder of the unexpired term, ending Sept. 30, 2020.
 - b. Appoint Kevin Graham for the remainder of the unexpired term, ending Sept. 30, 2022.
2. Approve the associated proposed appointment Resolution (Attachment #1).
3. Board direction.

Recommendation:

Option #1 a.-b. and #2

Attachments:

1. Proposed appointment Resolution
2. Goswami application and resume
3. Graham application and resume

RESOLUTION NO. R19-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SETTING FORTH APPOINTMENTS OF MEMBERS TO THE LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY; PROVIDING FOR THE APPOINTMENT OF TWO NEW MEMBERS SONJOY GOSWAMI AND KEVIN GRAHAM TO THE LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in October of 1978, pursuant to the former Florida Statutes Sections 23.145, et. seq., the Charter of the Leon County Research and Development Authority was executed, creating said Authority; and

WHEREAS, in July of 1979, the new Part V, Chapter 159 of the Florida Statutes was enacted and became law, thereby setting forth the requirements for the creation, by ordinance, of a Research and Development Authority by counties of the state, and empowering such authorities to issue revenue bonds or other such debt obligations to finance the construction of capital projects; and

WHEREAS, in 1980, the Leon County Board of County Commissioners adopted Ordinance No. 80-68, confirming and creating the Leon County Research and Development Authority (said Ordinance being codified in Chapter 2, Article III, Division 2, Sections 2-56 through 2-58 of the Code of Laws of Leon County); and

WHEREAS, on September 13, 2016, the Board adopted Ordinance No. 16-12 amending Section 2-57 of the Code of Laws of Leon County; and

WHEREAS, Section 2-57 of the Code of Laws of Leon County, as amended, provides that the composition and number of members of the Authority and the criteria for membership shall be set forth by a duly enacted resolution of the Board; and

WHEREAS, pursuant to Section 2-57 of the Code of Laws of Leon County, as amended, the Board enacted Resolution No. 16-19 on September 13, 2016, to provide for the composition and number of members of the Authority and the criteria for membership; and

WHEREAS, pursuant to the resolution enacted by the Board on September 13, 2016, six (6) at-large members of the Authority are appointed by the Board; and

WHEREAS, as the result of the resignations of two members of the Authority, the Board needs to appoint two (2) at-large members to the Authority as replacements for the remainder of the unexpired terms of the resigned members, one for a one-year term beginning September 18, 2019 and one for a three-year term beginning October 1, 2019.

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners as follows:

Section 1. The Leon County Board of County Commissioners hereby appoints the following persons as new members of the Leon County Research and Development Authority for the remainder of the unexpired term set forth hereinbelow:

Name	Type	Begin Term	End Term
Sonjoy Goswami	One year	September 18, 2019	September 30, 2020
Kevin Graham	Three years	October 1, 2019	September 30, 2022

Section 2. This Resolution shall have effect upon adoption.

Proposed, presented and passed this 17th day of September 2019.

LEON COUNTY, FLORIDA

By: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTESTED BY:
Gwendolyn Marshall, Clerk of the
Circuit Court & Comptroller
Leon County, Florida

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
LEON COUNTY RESEARCH AND DEVELOPMENT 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 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Mr. SONJOY KUMAR GOSWAMI		Date: 7/30/2019 2:52:41 PM	
Home Address:	8072 EVENING STAR LANE TALLAHASSEE, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 879-3994	Do you own property in the Tallahassee City Limits?	Yes
Email:	sonjoy.goswami@danfoss.com	How many years have you lived in Leon County?	4

(EMPLOYMENT INFORMATION)

Employer:	Danfoss Turbocor	Work Address:	1769 E. Paul Dirac Drive Tallahassee, FL 32312
Occupation:	VP Global Operations		
Work/Other Phone:	(850) 879-3994		

(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	Gender:	M	Age:	
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Ricardo Schneider	Name:	Paul Dean
Address:	1769 E. Paul Dirac Drive Tallahassee, FL 32310	Address:	1769 E. Paul Dirac Drive Tallahassee, FL 32310
Phone:	(850) 504-4851	Phone:	(850) 504-4840

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.

(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 or other Committee/Authority/Board?* **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?* **Yes**

If yes, please explain. **Office Space Rental**

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 residents and electors of Leon County, or have their principal place of employment in the County.

Are you a resident of Leon County AND a registered voter in Leon County? **Yes**

Is your principal place of employment in Leon County? **Yes**

Place of Employment & Address **1769 E. Paul Dirac Drive Tallahassee, FL 32310**

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**

The Leon County R&D Authority (LCRDA) Board of Governors has expressed the preference that, whenever possible, its officers (Chair, Vice Chair, and Treasurer) be elected from the pool of six at-large members. In some instances, at-large Board members may need to serve as officers for as many as three years of their four-year terms. Officers, along with the immediate past Chair, serve on the Executive Committee. The Treasurer serves as Chair of the Budget Committee, member of the Investment Advisory Committee, and attends Audit Committee meetings. All members may be asked to volunteer to serve on other committees as needed (e.g., procurement evaluation committees).

Meeting Frequency:

Board of Governors - First Thursday of every even numbered month.

Executive Committee - Monthly as needed

Budget Committee - September (one time per year)

Audit Committee - November and January (two times per year)

Investment Advisory - November (one time per year)

Officer duties are more fully described in the LCRDA Bylaws. Officers are fully supported by the LCRDA staff in preparation of all required documents, agendas, meeting reports and financial reports.

I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. **Yes**

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. SONJOY KUMAR GOSWAMI*

The application was electronically sent: 7/30/2019 2:52:41 PM

Contact

onjoyk@yahoo.com

www.linkedin.com/in/
onjoygoswami (LinkedIn)

Top Skills

Six Sigma
Continuous Improvement
DMAIC

Languages

English (Native or Bilingual)
Hindi (Full Professional)
Bengali (Native or Bilingual)

Certifications

Six Sigma Black Belt
Project Manager
ISO 9001:2015 Lead Auditor
IATF16949-2016 Auditor
ISO14001:2015 Lead Auditor

Sonjoy Kumar Goswami

Senior Executive | Customer Experience | Business Transformation
| Operations Excellence | Quality Optimization | Sales
Tallahassee, Florida Area

Summary

- sonjoyk@yahoo.com •

Building customer-focused environments of accountability, reliability and ownership is my passion. Driving business transformation that positively disrupts while significantly growing top-line sales and bottom line performance is my specialty.

A data-driven game changer, organizational turnaround/development expert, innovation strategist, Six Sigma Champion and executive partner, I leverage a unique working knowledge of the entire product life cycle with a career of creating and implementing highly effective, forward thinking business management systems (BMS) that align people, processes and technology initiatives with business strategy and vision, while moving the company forward. Noted for:

CROSS-FUNCTIONAL LEADERSHIP

Built cultures of innovation and collaboration through ongoing engagement of global teams including sales, marketing, project management, engineering, safety, quality, reliability, operations, supply chain, customer service, and HR.

BUSINESS TRANSFORMATION

Reorganized Turbocor's Engineering, Manufacturing, Supply Chain and Aftermarket departments/processes, growing revenues by 23% YoY over two years.

GLOBAL SALES GROWTH DRIVER

Led aftermarket business through innovation of new recurring and residual sales channels globally with digital sales platforms. In this direct client facing role, developed global service center and aftermarket parts distribution/holistic pricing strategies that drove a 10% YOY sales.

REVITALIZATION OF CUSTOMER EXPERIENCE

Turned around failing relationship with US Military and Air Force at Cummins. Through a systematic approach of Six Sigma/PDCA improved RFT from 40% to 100% in < 6 months.

PROACTIVE PROBLEM SOLVER

Within first month at Turbocor, uncovered 17 quality/reliability issues impacting bottom line/customer satisfaction. Led group in devising/executing strategy. Resolved issues in six months to maintain 95% market share in an extremely competitive market. Improved NPS from -67 to +26.

Experience

Danfoss

4 years 5 months

Vice President of Global Supply Chain & Operations

May 2016 - Present

Tallahassee, Florida Area

Vice President of Global Customer Experience & Quality

April 2015 - May 2016 (1 year 2 months)

Tallahassee, Florida

Cummins Inc.

6 years 11 months

Director of New Product Introduction & Quality | Turnaround | Six Sigma | Customer Service Excellence

January 2011 - April 2015 (4 years 4 months)

Fridley, Minnesota

(Held three roles concurrently)

OPERATIONS SIX SIGMA CHAMPION

NPI AND QA DIRECTOR

CUSTOMER SUPPORT EXCELLENCE (CSE) FUNCTIONAL LEADER

Promoted to assess and create and launch Six Sigma strategy that would halt a three-year record of consistent audit failures, improve NPI, and build a culture of ownership and accountability. Led 58 people (five Black Belts) in supporting \$1.2B in annual revenue within global Power Generation

BU. Worked across customer, distribution, sales, engineering, operations, purchasing, supplier, reliability, and service teams globally. Managed \$7.3M budget; influenced decisions regarding \$1.2B AOP. Ensured manufacturing and quality standards are met at each gate of new product introduction (NPI) process.

OPERATIONS SIX SIGMA CHAMPION

Translated mission/goals/metrics to develop and implement 6S Maturity Model, remove roadblocks, and manage resources including Green Belts and Black Belts.

CSE FUNCTIONAL LEADERSHIP

Ensured BU delivered world-class customer service via implementation of net promoter score (NPS) system, customer witness test, employee recognition, and training programs. Served as senior member of Cummins Local Diversity Council and a certified Safe Leader.

CULTURAL REBOOT

*Spearheaded development of a QMS globally that enabled successful pass of audit without single major finding, first time in three years.

*Turned around failing customer relationship and potential loss of a \$320M early contract with the US Military and Air Force.

*Built community of workers with performance understanding, accountability and tied to the quality end goal, by having customers come into the company to tell their story and unique needs.

SIGNIFICANT PERFORMANCE IMPROVEMENTS

*Improved warranty PPM by 79%+, and right first time (RFT) by 10% from 89.1% to 99%.

*Reduced monthly nonconforming material (NCM) inventory by 82%, NCM throughput time by 94%, CAR throughput time by 81%, monthly scrap cost by 58%, and monthly warranty cost by 53%.

Six Sigma (6S) Black Belt | Global Functional Excellence | Project Leadership | Continuous Improvement
July 2009 - December 2010 (1 year 6 months)
Fridley, Minnesota

Brought a Six Sigma culture into Cummins Power Electronics BUs. As an internal Six Sigma Black Belt and high potential, served as SME in rotational global functional excellence leadership role. Planned, facilitated and led 6S projects. Drove process, productivity, and efficiency improvements across global supply chain. Partnered all stakeholders to identify CI opportunities. Fostered cross-organizational sharing of best practices by networking with Black Belts and Master Black Belts. Facilitated 6S Belt training and coached project team members.

MANAGEMENT OF MULTIPLE PROJECTS

Delivered \$3.7M PBIT savings by successfully completing eight major 6S projects in 1.5 years, well under normally allotted two years.

DIGITALIZATION OF MANUFACTURING PROCESSES

Transformed global Power Electronic department to 6S culture by implementing 6S Maturity Model. In under two years, improved employee to 6S Belt ratio 62%, grew annual PBIT savings from zero to \$3.4M, and grew number of projects completed annually from 4 to 47.

QUALITY OPTIMIZATION

Optimized continuous quality improvements by training, mentoring and leading 49 6S Green Belts.

AWARD WINNING CAREER

Won Chairman's Award every year as a nominee and a finalist.

Program Manager | Digitalization of Sales and Marketing Processes |
Quality Improvements | NPD

June 2008 - July 2009 (1 year 2 months)

Fridley, Minnesota

Recruited to bring expertise of medical device standards and quality, as well as digitalization, into Cummins manufacturing processes. Developed and implemented existing/new programs composed of multiple cross-functional global projects. Managed \$1.3M program budget; oversaw four project managers.

STRATEGIC LEADERSHIP

Supported ~\$55M annual business by overcoming vendor challenges including bankruptcy during initial phases of program development with only \$400K of \$1.2M contract paid out.

NEW PROGRAM DEVELOPMENT | STANDARDS IMPROVEMENT

Played key role in developing two programs that garnered ~\$19M in revenues while reducing time to customer.

OFFSHORING SET UP

Facilitated successful transfer of engineering work for ~\$55M in engineer-to-order product to offshore manufacturing operation in India. Secured management approval for offshore transfer.

Medtronic

Project Manager | FDA Compliant | Automation | Product Development | Medical Device

June 2005 - May 2008 (3 years)

Minneapolis, MN

In this process-driven role, hired to ensure testing requirements and scenarios were met in parallel with physician needs and FDA guidelines. As an internal consultant, led quality team of nine engineers, multi-site cross-functional teams, and consultants within Neurology BU. Coordinated management reviews and third-party audits that include FDA and ISO.

CROSS FUNCTIONAL INTERACTION

Played key role in successful FDA submissions of implantable medical device, clinician programmer, and patient controller by partnering with all stakeholders throughout product development life cycle.

QUALITY IMPROVEMENT

Reduced test throughput time by 31% by enhancing automated test procedure and streamlining test scripts.

COMPLIANCE ASSURANCE

Assured compliance with corporate policies, ISO 13485, ISO 17025, in vitro diagnostic device, Canadian medical device regulations, quality system regulation, and medical device good manufacturing practices.

Kroll Ontrack

Senior Quality Assurance Leader – JIT | Transformation Driver | Agile/Scrum | Software Development

May 2003 - June 2005 (2 years 2 months)

Eden Prairie, MN

SOFTWARE DEVELOPMENT PROJECTS | TEAM LEADERSHIP

During transition from software to agile-driven software development (Scrum) environment, led a team of seven software QA engineers. Supported portfolio of engineer-to-order data recovery software development projects. Supported new product development for government agencies, DOJ, CIA, and commercial/consumer sectors. Reduced throughput time by 47%, while boosting productivity by 53%; Drove 17% reduction in common problems.

UnitedHealth Group

Quality Assurance Manager | Test Automation | Data Validation |
Process Optimization | Leadership

January 2001 - May 2003 (2 years 5 months)

Minnetonka, MN

L-3 Coleman Aerospace

Software Engineer / QA Analyst | Hardware / Software Integration |
Aerospace Technologies | Training

July 1997 - December 2000 (3 years 6 months)

Burnsville, MN

Education

Purdue University - Krannert School of Management

Master of Business Administration (M.B.A.) · (2012 - 2014)

Vaughn College of Aeronautics and Technology

Bachelor of Science (BS), Aeronautical/Aerospace Engineering
Technology · (1992 - 1997)



LEON COUNTY BOARD OF COUNTY COMMISSIONERS Attachment #3
CITIZEN COMMITTEE APPLICATION Page 1 of 4
LEON COUNTY RESEARCH AND DEVELOPMENT 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 606-5300 or by e-mail at smachm@leoncountyfl.gov.
 Applications will be discarded if no appointment is made after two years.**

Name: Mr. Kevin Graham		Date: 7/23/2019 1:36:44 PM	
Home Address:	3043 FEENEY CT. Tallahassee, FL 32309	Do you live in Leon County?	Yes
Home Phone:	(850) 933-3961	Do you live within the City limits?	Yes
Email:	kevin.graham@fsu.edu	Do you own property in Leon County?	Yes
		Do you own property in the Tallahassee City Limits?	Yes
		How many years have you lived in Leon County?	12

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	Work Address:	200 W. College Ave Tallahassee, FL 32309
Occupation:	Real Estate		
Work/Other Phone:	(850) 645-0522		

(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:	White	Gender:	M	Age:	48
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Steve Trainor	Name:	Kyle Clark
Address:	2105 Crestdale Dr. Tallahassee, FL 32308	Address:	Florida State University
Phone:	(850) 519-3141	Phone:	(850) 644-4444

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 must be residents and electors of Leon County, or have their principal place of employment in the County.

Are you a resident of Leon County AND a registered voter in Leon County? *Yes*

Is your principal place of employment in Leon County? *Yes*

Place of Employment & Address *Florida State University Tallahassee, FL*

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*

The Leon County R&D Authority (LCRDA) Board of Governors has expressed the preference that, whenever possible, its officers (Chair, Vice Chair, and Treasurer) be elected from the pool of six at-large members. In some instances, at-large Board members may need to serve as officers for as many as three years of their four-year terms. Officers, along with the immediate past Chair, serve on the Executive Committee. The Treasurer serves as Chair of the Budget Committee, member of the Investment Advisory Committee, and attends Audit Committee meetings. All members may be asked to volunteer to serve on other committees as needed (e.g., procurement evaluation committees).

Meeting Frequency:

Board of Governors - First Thursday of every even numbered month.

Executive Committee - Monthly as needed

Budget Committee - September (one time per year)

Audit Committee - November and January (two times per year)

Investment Advisory - November (one time per year)

Officer duties are more fully described in the LCRDA Bylaws. Officers are fully supported by the LCRDA staff in preparation of all required documents, agendas, meeting reports and financial reports.

I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. *Yes*

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. Kevin Graham*

The application was electronically sent: *7/23/2019 1:36:44 PM*

Resume of Kevin Graham

3043 Feeney Ct.
Tallahassee, FL 32309

Email: nolegrad93@gmail.com

(850) 933-3961 cell
(850) 645-0522 work

EDUCATION	FLORIDA STATE UNIVERSITY	Tallahassee, Florida
Bachelor of Science, Double Major – Finance and Real Estate		December 1993

CAREER SUMMARY

- Over 25 years professional experience in *real estate development, valuation and corporate finance*; property types include residential, commercial, retail, office, mixed use, civic, recreational and other uses
- Strategic thinking, self-starter with proven ability to identify challenges, develop tactical plans and implement successful solutions
- Skilled at distilling complex information and defining clear, articulate, well organized concepts
- Recognized for the ability to develop innovative strategies and creative planning techniques
- Strong team leadership skills; consistently demonstrating the ability to cast a vision, develop strategies, organize teams and accomplish goals
- Expertise in leading teams through project management & operations, product positioning, business strategy, contract negotiation, land entitlement, real estate finance & analysis, master planning, and the creative process of project design
- Proven ability to restructure and reposition development projects in response to market conditions
- Demonstrated ability to establish rapport with investors, government officials, special interest groups, community members, homebuilders, consultants, contractors, and team members and to build relationships through strong interpersonal skills
- Experienced in portfolio land management including acquisition, optimization and disposition strategies
- Excellent oral presentation and written communication skills developed over several years of leading project operations and process
- Technical expertise in pro forma modeling and project analysis
- Track record of promotional growth and increased responsibilities throughout challenging market conditions

EXPERIENCE

Florida State University Real Estate Foundation (www.realestate.fsu.edu)	9/2013 – Present
Executive Director	Tallahassee, Florida

- Responsible for leading major real estate initiatives at FSU including the Gateway District and Arena District development projects
- Responsible for building the Real Estate Foundation program and pursuing the organization's mission
- Work with prospective donors to accomplish their philanthropic goals through gifts of real estate
- Manage the Real Estate Foundation's portfolio for the benefit of the University
- Advise the University in all matters of real estate including strategic acquisitions, development projects, and master planning
- Work with the University's Direct Support Organizations to accomplish their real estate initiatives

Newland Real Estate Group	(www.newlandco.com)	12/2006 – 9/2013
Vice President, Operations – East Region	Raleigh, North Carolina	

- Led Newland's operations in the Raleigh, Durham, Chapel Hill MSA
- Oversaw project operations for a master planned community located in Chapel Hill, NC entitled for 2,389 homes, 510,000 SF commercial/retail space and civic uses; projected revenues approximately \$200M
- Redefined operational objectives to create a feasible, working business model, maximizing revenues and deferring development costs through the market downturn and establishing a solid platform for future growth
- Delivered annual growth between 30% and 50% in lot sales and lot sale revenue for three consecutive years, leading project to achieve the #3 bestselling master plan community in the Triangle market
- Achieved over 400 lot sales generating over \$25M in lot sale revenue at Briar Chapel; successfully selling homes ranging from less than \$200k to custom product over \$900k
- President of Briar Chapel HOA, responsible for \$1.3M annual operational budget
- Led entitlement process, master planning, and project management of a 735-acre residential development in the greater Charlotte area; successfully navigated complex and politically divisive land entitlement challenges through development moratoria, municipal infrastructure limitations, and anti-growth sentiment to obtain development approvals

- Repositioned remaining 33 units of an upscale 82-unit lakefront townhome community in Tega Cay, SC following a contractual default by the previous builder
- Developed budgeting and organizational tools to provide data and analysis to project managers, accountants, financial analysts, and fellow senior management
- Responsible for project acquisition analysis for prospective deals in North and South Carolina

The St. Joe Company (NYSE: JOE)

www.joe.com

5/98 – 12/06

Project Manager – Capital Region

Tallahassee, Florida

- Managed entitlements, planning and permitting for projects in Florida's Capital Region supporting the company's portfolio management strategies and future land development pipeline
- RiverCamps - Core member of original management team; instrumental in concept development
- Assembled teams of consultants and led the development process on multiple project locations ranging in size from 1,500 acres to 10,000 acres
- Extensive management experience in planning, entitlements, surveys, environmental permitting, land management, civil and coastal engineering, construction, architecture and landscape architecture
- Obtained state and federal environmental regulatory permits for large residential projects in the complex and challenging regulatory environment of Florida
- Experience in Florida comprehensive plan amendments, land development regulations, zoning ordinances and development agreements
- Led restoration effort converting raw forest land into appropriate landscape suitable for development and recreation, combining various disciplines such as silviculture, ecology and land planning
- Created a comprehensive financial model that became a standard for Capital Region pro forma analyses
- St. Joe's on-site project manager for construction of the 2003 HGTV DREAM HOME in Mexico Beach, FL

Other Relevant Contributions – The St. Joe Company

Creative Services

Jacksonville, Florida

- Worked with in-house architects and outside consultants, learning the concepts of marketing, design, planning, and development with notable partners such as Polo Ralph Lauren, W Hotels, and Permar Inc.

Corporate Finance

Jacksonville, Florida

- Provided analytical and financial support for corporate and divisional management in the areas of planning/budgeting, real estate and related company acquisitions, and real estate project feasibility
- Developed the long-range planning model in 1999 that became the St. Joe standard planning tool for business units and corporate consolidation
- Designed a real estate project analysis model to estimate project feasibility based on capital structure, project timing, hard and soft costs, and leasing assumptions

Start Up - IPO

Houston, Texas

8/96 – 5/98

Senior Analyst/Assistant Treasurer

- Founding member of a start-up company seeking to assemble medical practices in a business combination and capitalize through an initial public offering
- Analyzed potential acquisition targets and proposed deal structures

Arthur Andersen, LLP

Atlanta, Georgia

1/94 – 8/96

Valuation Services Group

- Created financial models and performed market analyses for clients valuing closely held companies and partnerships for their possible sale or acquisition and for tax/financial accounting compliance
- Forecasted cash flows for companies based on analysis of historical performance, financial structure, tangible and intangible assets, industry and economic trends, market conditions, synergies, and tax issues

Real Estate Services Group

- Analyzed and valued properties across the southeastern United States, including office, industrial, hotel, retail, multi-family residential, vacant land, golf courses, historic property, and superfund sites
- Created financial models, market comparisons, and cost analyses to determine property fair market values

INDUSTRY ASSOCIATIONS AND LICENSES

ULI – Full Public Agency Member

Florida Real Estate License – SL700606

NC Broker License – 264489

References available upon request

**Leon County
Board of County Commissioners**

Notes for Agenda Item #23

Leon County Board of County Commissioners


Agenda Item #23

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Full Board Appointments to the CareerSource Capital Region Board and the Council on Culture and Arts



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

Statement of Issue:

This agenda item seeks the full Board's consideration of the appointment of citizens to the CareerSource Capital Region Board and the Council on Culture and Arts.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Appoint one nominated and recommended eligible applicant to the CareerSource Capital Region Board for the remainder of the unexpired term ending June 30, 2021. The eligible applicant is: Martina McDowell
- Option #2: Reappoint the two recommended eligible applicants to the Council on Culture and Arts for four-year terms ending September 30, 2023. The eligible applicants are: Dr. Adriene Wright and Lucia Fishburne.

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:

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, Benjamin Boyd, has been removed for nonattendance. Mr. Boyd’s term was due to expire on June 30, 2021. Eligible applicant Martina McDowell has been nominated by the Greater Tallahassee Chamber of Commerce and recommended by CareerSource Capital Region (Attachment #1). The recommended eligible applicant is listed in Table #1.

Table #1: CareerSource Capital Region Board

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Benjamin Boyd	6/30/2021	2.	Martina McDowell	Appoint one citizen for the remainder of the unexpired term ending 6/30/2021.

Council on Culture & Arts (COCA)

Purpose: The responsibility of COCA is to stimulate greater awareness and appreciation of the importance of the arts; encourage and facilitate greater and more efficient use of governmental and private resources for the development and support of the arts; promote the development of resident artists, art institutions, community organizations sponsoring art activities and audiences.

Composition: COCA is comprised of 17 members as follows: eight (8) citizens appointed by the Board, seven (7) citizens appointed by the City Commission, one (1) County Commissioner and one (1) City Commissioner. The County makes one appointment representing each of the following categories: Business/Economic Development, Heritage/History, Marketing/Finance, Practicing Artist, Tourism, and Volunteer, and two (2) at-large appointments.

Per Section 265.32 Florida Statutes, members are appointed for a four-year term and no Council member may serve more than two full terms. Members must be qualified electors residing in the County. Vacancies are filled by the Board of County Commissioners. In filling a vacancy, the replacement Council member shall be selected by the Board from a list of three candidates submitted by the remaining members of the Council. The Council considers suggestions or recommendations made by members of the public; representative civic, labor, and cultural associations; and groups concerned with encouraging the development and appreciation of the arts before submitting the list of candidates to the Board. In the event that none of the three candidates suggested by the Council meets Board approval, the Council shall submit another and entirely different list for Board consideration to fill the vacancy.

Vacancy: The terms of Board appointed members Adriene Wright and Lucia Fishburne expire on September 30, 2019. Dr. Wright and Ms. Fishburne are both eligible for reappointment and are seeking reappointment. COCA has recommended that both Dr. Wright and Ms. Fishburne be reappointed (Attachment #3). The recommended eligible applicants are listed in Table #2.

Table #2: Council on Culture & Arts

Vacancies	Term Expiration	Application Attachment #	Eligible Applicants	Recommended Action
Adriene Wright <i>Seeking reappointment</i>	9/30/2019	4.	Adriene Wright	Reappoint the recommended applicant for a four-year term ending 9/30/2023.
Lucia Fishburne <i>Seeking reappointment</i>	9/30/2019	5.	Lucia Fishburne	Reappoint the recommended applicant for a four-year term ending 9/30/2023.

Options:

1. Appoint one nominated and recommended eligible applicant to the CareerSource Capital Region Board for the remainder of the unexpired term ending June 30, 2021. The eligible applicant is: Martina McDowell
2. Reappoint the two recommended eligible applicants to the Council on Culture and Arts for four-year terms ending September 30, 2023. The eligible applicants are: Dr. Adriene Wright and Lucia Fishburne.
3. Board direction.

Recommendations:

Options #1 and #2

Attachments:

1. McDowell CSCR and Chamber nomination letters
2. McDowell application and resume
3. Wright and Fishburne COCA recommendation letters
4. Wright application and resume
5. Fishburne application and resume

August 21, 2019

Leon County Board of County Commissioners
Leon County Courthouse
301 S. Monroe Street
Tallahassee, FL 32301

Dear Commissioners:

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.

Martina McDowell, Market Manager – Manpower, Term through June 2021

We appreciate your consideration.

Sincerely,



Sue Dick
President/CEO

EXECUTIVE COMMITTEE:

Reggie Bouthillier
Chair

Heidi Otway
Chair-Elect

Kathy Bell
Immediate Past Chair

Canita Gunter Peterson
Treasurer

Sue Dick
President/CEO

Terrie Ard

Elaine Bryant

Andrew Gay

Rick Moore

Mark O'Bryant

Nan O'Kelley

Michael Roberts



August 7, 2019

Chair Jimbo Jackson
Leon County Board of County Commissioners
301 South Monroe Street, 5th Floor
Tallahassee Florida 32301

Dear Chair Jackson:

CareerSource Capital Region is pleased to support the appointment of the following board member to complete the remainder of the three year term vacated by Benjamin Boyd, which expires June 30, 2021:

Martina McDowell

Ms. McDowell is the Market Manager for Manpower and would be an outstanding addition to the CareerSource Capital Region Board of Directors. Our Nominating Committee voted to approve Ms. McDowell's nomination at our July 23, 2019 meeting.

Should you have any questions, please do not hesitate to contact me at (850) 617-4601.

Sincerely,

A handwritten signature in black ink that reads "James H. McShane, III". The signature is fluid and cursive.

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





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
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@leoncountyl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Martina McDowell		Date: 2/5/2019 12:59:18 PM	
Home Address:	1833 Halstead Blvd Apt 612 Tallahassee, FL 32309	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	No
Home Phone:	(850) 688-4076	Is it located within the City limits?	No
Email:	martina.mcdowell@manpower.com	How many years have you lived in Leon County?	13

(EMPLOYMENT INFORMATION)

Employer:	Manpower	Work Address:	2417 Mill Creek Ct Suite 2 Tallahassee, FL 32309
Occupation:	Market Manager		
Work/Other Phone:	(850) 386-8150		

(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:	White	Gender:	F	Age:	51
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Sue Dick	Name:	Mary Helen Little
Address:	The Greater Tallahassee Chamber of Commerce 300 East Park Ave Tallahassee, FL 32301	Address:	201 Stonehaven Ct. Dothan, AL 36305
Phone:	(850) 224-8116	Phone:	(334) 701-3088

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.

(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? **No**

Your application will only be considered if you have completed the online orientation. YES per 2/5/2019 email

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*

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? *No*

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.? *No*
YES Rec'd 2/5/2019

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

Signature: *Martina McDowell*

The application was electronically sent: 2/5/2019 12:59:18 PM

From: [McDowell, Martina](#)
To: [Mary Smach](#)
Subject: RE: Application Received - Missing Orientation
Date: Tuesday, February 5, 2019 5:45:41 PM
Attachments: [image001.png](#)
[CSCR WFB applicaiton.pdf](#)
[McDowell Professional Resume.pdf](#)

Good Afternoon Mary,
I apologize for omitting the items below.
Attached please find my completed application and Resume. I have reviewed the orientation as well.
Please let me know if I can provide any additional information.
I appreciate your kind consideration of my application to serve the citizens of Leon Co. via Board Membership at CSCR.

Sincerely,

Martina McDowell
Market Manager
2417 Mill Creek Ct.
Suite 2
Tallahassee, FL 32308
Office: (850) 386-8150
Fax: (850) 201-6746
Mobile: (850) 688-4076
Text: (850)203-0461
martina.mcdowell@manpower.com
www.manpower.com

WE LEAD IN THE CREATION AND DELIVERY OF INNOVATIVE WORKFORCE SOLUTIONS AND SERVICES THAT ENABLE OUR CLIENTS TO WIN IN THE CHANGING WORLD OF WORK.

From: Mary Smach [mailto:SmachM@leoncountyfl.gov]
Sent: Tuesday, February 05, 2019 4:51 PM
To: McDowell, Martina
Subject: Application Received - Missing Orientation

**CAUTION: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Dear Martina McDowell

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 applications for the CareerSource Capital Region Board (attached). Unfortunately, your application indicates that you have not completed the Committee [Orientation](#) and you did not complete the [CSCR additional form](#). Your application cannot be considered until you have completed the Orientation and the addition form. If you would like to be considered for the current vacancy, please complete the Orientation and let me know by return email that you have done so. Also complete the additional Form and email it to me. Once these are received your application will be complete.

In addition, if you would like to include a resume with your application, please email it to me so that I may include it for consideration.

We currently have a vacancy on the CSCR Board and I will forward your application to the appropriate personnel once complete. We will keep your application on file for a period of two years. 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

This email and any files transmitted with it are confidential and or privileged information internal to our organization and intended solely for the use of the individual(s) or entity or entities to whom they are addressed. This message contains confidential information and is intended only for the recipients. If you have received this email in error please notify the sender by replying to this email and then delete this message and any attachments. If you are not the named addressee you may not disseminate, distribute or copy this e-mail. If you are the intended recipient you are notified that unauthorized disclosure, copy, storage, or distribution of this information is strictly prohibited.

Martina McDowell

1833 Halstead Boulevard, #612 • Tallahassee, Florida 32309 • (850) 688-4076

martinamcdowell@msn.com

PROFILE

Business strategist with over 20 years of achievement applying critical thinking skills to assess needs, devise forward-thinking solutions, and facilitate cooperation by guiding diverse stakeholders to bridge differences, embrace common goals, and progress toward a clear vision aligned with evolving organizational priorities

KEY SKILLS

- Bids & Proposals
- Budget & Cost Control
- Communication Styles
- Cross-Functional Collaboration
- Documentation
- Market Positioning
- Meeting Facilitation
- Performance Measures
- Presentations
- Problem Solving
- Project Logistics
- Report Writing
- Research & Analysis
- Resource Allocation
- Strategic Partnerships
- Training & Development

WORK EXPERIENCE

Market Manager, MANPOWER, Tallahassee, Florida, 2005 — present

- Direct the operations of two full-service offices (**Tallahassee** and **Panama City**) and one recruiting site in **Thomasville** that serve employers in designated **North Florida** and **South Georgia** markets:
 - Promoted to a key position in **Tallahassee** and transitioned from the **hospitality sector** into a market dominated by **government accounts** with the goal to broaden the client base and increase profits
 - Assumed an expanded scope of duties to oversee the **two-person Panama City office** after the departure of the **Branch Manager** and to staff the **recruiting office** in **Thomasville** as-needed
 - Diversified revenues and offset anticipated **State of Florida** cutbacks by securing new private and nonprofit clients for the **Tallahassee branch**, which had been **95% dependent on state accounts**
 - Increased profitability of the **Thomasville branch** by **60%** by contacting decision makers, crafting a proposal, and negotiating a contract with a rural manufacturer
 - Managed teams through a **2007 re-branding and restructuring**, overcoming ingrained resistance to implement interrelated changes in **marketing strategies, business processes, and IT systems**
 - Forecasted needs and prepared **budgets for three offices** generating a total of **\$5 million annually**
 - Improved **Tallahassee's financial performance** within two months by identifying issues with the **State of Florida contract** and establishing controls that resolved problems with intricate invoicing protocols
 - Performed a **Service Analysis** of the **state contract** that generates **\$5 million** annually, quickly bringing practices into compliance by expediting billing and collections to minimize receivables
 - Coordinated the **2007 state-wide bid development** process, providing **line item pricing for each position in each of 17 regions** and winning a **five-year renewal** of the **State of Florida contract** with **anticipated revenue of \$35 million**
 - Function as a **Subject Matter Expert** on the **state contract** to peers in **18 Manpower offices**, and as the **Government Accounts Expert** for a region with **11 offices** in **Florida** and **Alabama**
 - Secured local business with **Major Retailer**, competing with a field of approved vendors for an account that has **grown from only 10 jobs to 250+ positions at five stores** and generates **\$1M+ annually**
 - Presented persuasive arguments to justify the use contract labor for peak seasons, thus saving **Major Retailer** the expense of relocating employees from surrounding areas while providing jobs for the local workforce, keeping money in **Tallahassee**, and stimulating the local economy
 - Distinguished as one of the **first U. S. offices** to penetrate the **Major Retailer** account on a large scale by creating a business model that has been replicated by branches across the nation
 - Serve as the **Subject Matter Expert** in the **Major Retailer contract** to other branches across the **U. S.**

- Assumed the territory of **Panama City market** after office closure in early 2013, immediately winning business with a strategic **Contact Center** client and increasing weekly revenues >250%
 - Developed **remote digital recruiting strategy** to support this crucial win
 - Forged **Client relationship** of mutual trust to demonstrate Manpower's capability to provide desired solution
 - Engaged key stakeholders to identify pain points and secured opportunities in additional departments to generate **anticipated \$1 million in revenue annually**
- Provided hand-on support to **West Coast** branch office network to **train, develop** and **educate** staff on recently adopted processes
 - Uncovered skills/knowledge gaps, opportunities for **process improvement** and training needs
 - **Analyzed** uncovered deficiencies to suggest, implement and **clearly communicate** desired outcomes
 - Adapted to the diverse dynamic of **the 25 + person regional team** to identify ability and motivation of each team member to **strategically utilize** these traits in establishing and **prioritizing** improvement goals, maintaining **compliance standards** and managing expectations
- Display a talent for "reading" the audience to quickly adjust the tone, level, and content of written and verbal messages to communicate with all levels of contacts from hourly workers to senior executives
 - Develop and deliver marketing presentations to clients, in addition to serving as **guest speaker** addressing business organizations and community groups on industry-specific workforce issues
 - Prepare and deliver presentations to branch offices of **Manpower** throughout the state and country to educate colleagues on implementing **State of Florida** and **Major Retailer** contracts
 - Developed curriculum and materials for a **CEU** course on **Identify Theft** (accredited by **HRCI**); serve as **Facilitator** to present the training program for the **Society for Human Resources Management**
 - Prepared and facilitated **Human Age/Talent Shortage/Skills Gap** event during Annual HR Tallahassee Conference certified by **HRCI** for 1.5 strategic CEU credits, event attended by 100+ HR professionals and business owners from the Capital City region
 - Frequently participate as Manpower spokesperson and subject matter expert – local press, radio and TV interviews, industry specific employer panels, legislative process

Senior Staffing Specialist, MANPOWER, Pensacola, Florida, 2002 — 2005

- Produced exceptional outcomes for the local office that earned promotion with responsibility for developing business, retaining accounts, and overseeing a location with no **Branch Manager**:
 - Managed operations, working collaboratively with **two staff members** to serve **Florida** markets in **Pensacola, Pensacola Beach, and Gulf Breeze**, as well as **Orange Beach, Alabama**
 - Monitored office practices to identify opportunities to enhance productivity, improve performance, and ensure compliance with corporate policies, as well as federal, state, and local requirements
 - Maintained knowledge of the current, emerging, and long-range needs of each account by conducting site visits to project a visible presence, ensure accessibility, and keep the lines of communication open
 - Participated in corporate training offered by client organizations to acquire insights into the differing work cultures, optimize value as an **HR resource**, and function as an asset in handling recruitment, selection, workforce management, and payroll verification on behalf of client organizations
 - Earned a reputation for integrity, ethics, and sincere commitment to the client's welfare that freed the management teams of the properties to focus on their jobs and the satisfaction of hotel guests
 - Developed policies and procedures, in addition to training, incentive, and recognition programs to position staff for success, build a team mindset, promote morale, and optimize retention rates
 - Managed relationships with **four full-service hotels** that were operated by the same hospitality corporation, managing seasonal fluctuations in needs to provide staff for up to **300 positions**
 - Achieved significant **decrease in turnover**, maintained a **100% fill rate for all positions**, and decreased **Worker's Compensation claims** by creating a quarterly **Safety Training Program**
 - Enhanced corporate visibility and name recognition by networking with business, professional, and community organizations to build strategic relationships and develop new business
 - Honored by **Manpower** as a **U. S. finalist** in a **Global Values Contest – I am Manpower** that encouraged entrants to share stories on how their efforts made a difference to clients

Staffing Specialist, MANPOWER, Pensacola, Florida, 2000 — 2002

- Joined **Manpower** in a support role and within four months took charge of **three key accounts**, drawing on hospitality experience to absorb the work of two departing colleagues in staffing jobs for full-service hotels:
 - Solidified relationships by performing site visits to each property, building face-to-face recognition with department managers, and gathering intelligence on job criteria, expectations, and work cultures
 - Displayed understanding of the hospitality industry that won credibility to serve as an external advisor entrusted with an unusual level of autonomy in recruiting qualified candidates to staff all levels of jobs
 - Initiated **strategic partnerships** with educational systems and trade schools to create alliances that developed a pipeline for recruiting high-performing students and benefited all stakeholders
 - Acted as a **Human Resources Generalist**, verifying skills, checking references, and initiating drug screenings to recruit, screen, and place qualified applicants into the right positions with the right clients
 - Handled issues relating to employee benefits, unemployment claims, worker's compensation claims, and other governmental requirements to ensure compliance with laws and regulations
 - Managed the assigned workforce, coaching associates to build competencies, resolve performance issues, and mitigate complaints to optimize customer satisfaction and protect **Manpower's** image

OTHER MANAGEMENT EXPERIENCE

General Manager, MOM'S BUFFET, Pensacola, Florida, 1995 — 2000

- Coordinated operations and personnel to deliver a consistently high caliber of services, build brand loyalty, and generate repeat and referral business for a **250-seat restaurant** in a tourist destination:
 - Assessed staffing needs to recruit, screen, hire, orient, train, and develop a **25-person team** to ensure compliance with corporate standards and regulatory requirements relating to food service

COMPUTER SKILLS

- Ability to rapidly master and efficiently apply knowledge of new technologies and proprietary software
- Proficient in using PeopleSoft, Salesforce.com, Direct Office, RedCarpet and a variety of vendor management systems
- Skilled in operating Windows-based PCs to conduct Internet research and use applications in the Microsoft Office Suite, including Word, Excel, PowerPoint, and Outlook
- Familiar with emerging mobile technology trends and applications, fluent in iOS system powered devices

EDUCATION

BUSINESS ACADEMY, Prague, Czech Republic 1986

Major: **Foreign Trade**

Minors: **Economics, Diplomatic Protocol, International Law** and **Political Science**

Language Competency Degree, 1986

Competencies: **Czech, English, Slovak, Spanish**, and **Russian**

CERTIFICATIONS

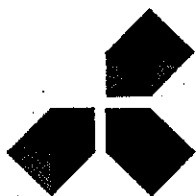
- **Six Sigma – Yellow Belt** 2014

PROFESSIONAL HONORS

- **Manpower – Power Award, Recipient**, 2000, 2008, & 2010

PROFESSIONAL AFFILIATIONS

- **Junior Achievement Big Bend**, *Executive Board Officer, Youth Mentor*
- **Greater Tallahassee Chamber of Commerce**, *Ambassador*
- **Society for Human Resource Management (SHRM)**, *Member*
- **Big Bend SHRM**, *Member, Past Officer*
- **Bay County and Panama City Beach Chamber of Commerce**, *Member*
- **Gadsden County Chamber of Commerce**, *Member*
- **ITT Technical Institute of Tallahassee**, *Program Advisory Committee Member*



CareerSource
CAPITAL REGION

CareerSource Capital Region
Workforce Board
Membership Application
(See Job Description &
qualifications on Pages 3-4)

Name: Martina McDowell.

E-mail: martina.mcdowell@manpower.com

Company Name: Manpower

Company URL: manpower.com

Company Address:

2417 Mill Creek Ct.

Suite 2

City: Tallahassee

State: FL Zip: 32308

Business Phone: 850.386.8150

Home Address:

1833 Halstead Blvds

Apt 612

City: Tallahassee

State: FL Zip: 32309

Home/Mobile Phone: 850.688.4076

1. Type of Business: Staffing Company

2. Approximate number of local employees? 3 permanent and 200 temporary associates working at client sites

3. What is your official position and what do you do at your organization? I am the Market Manager
and I am responsible for profitable operations of the Tallahassee market.

4. What do you think are the critical workforce issues for our region? _____
Shortage of skilled workers, graduates leaving Tallahassee after obtaining degrees at our universities.

veterans unable to reenter workforce after honorable discharge and number of people .

with criminal background not able to find sustainable employment. Customer Service (hospitality) and

healthcare jobs are in constant increasing demand that is not being met by existing

talent pool.

5. What would you bring to the CSCR Workforce Investment Board (e.g., talent, experience, resources, knowledge, networks, and passion)? I have over 20 years of management experience, 19 as an

employee of a global workforce solutions leader - 14 of those years spend

in leadership role in Tallahassee. I am passionate about providing people

with sustainable careers that allow them and their families to get ahead.

I have expertise in identifying and engineering solutions that help employers achieve their goals.

6. What value do you hope to get out of your participation on the CSCR WIB? I hope to bring my

years of experience and expertise in employment industry to the table and assist

in creating policies and solutions to retaining and attracting top talent

for local employers. I have market intelligence teams available to mine and share

data relevant to our geography and tools that can assist in creating sound strategies for talent management.

7. Additional thoughts? I am well networked in the HR community and understand issues

and challenges local employers encounter in their every day operations as

they seek the right talent to fill their open positions and train future workers.

If you run out of room, feel free to use additional paper

2



July 23, 2019

Commissioner Jimbo Jackson
Chair, Leon County Commission
Leon County Courthouse
301 S. Monroe Street
Tallahassee, FL 32301

Dear Commissioner Jackson,

Ms. Lucia Fishburne currently serves as a County-appointed member of the COCA Board of Directors. Her current term will conclude at the end of this fiscal year (Sept. 30, 2019).

This letter shall confirm that Ms. Fishburne has requested to be reappointed to a second term on the COCA Board of Directors.

We respectfully request that the County Commission reappoint Ms. Fishburne to the Marketing seat on the COCA Board of Directors for another four-year term beginning in FY20 (Oct. 1, 2019).

If you have any questions, please don't hesitate to contact me.

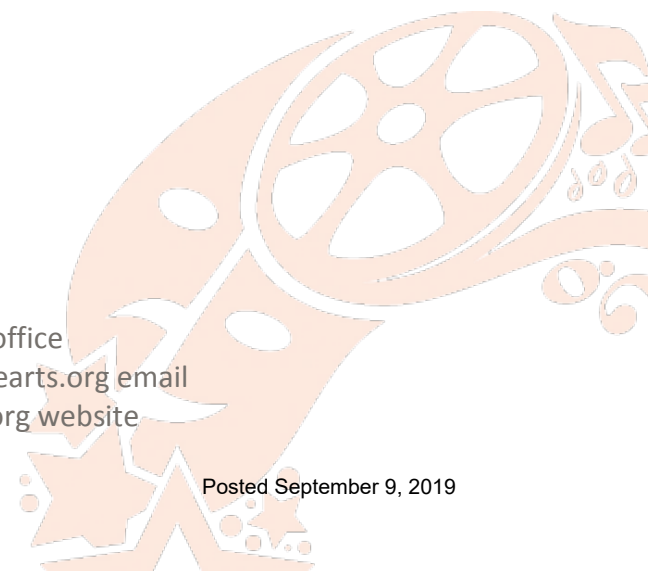
Sincerely,

A handwritten signature in black ink, appearing to read 'Amanda Thompson'.

Amanda Karioth Thompson
Interim Executive Director
Council on Culture & Arts (COCA)

Council on Culture & Arts (COCA)
816 S. ML King Jr. Blvd.
Tallahassee, FL 32301

(850) 224-2500 office
info@tallahasseearts.org email
tallahasseearts.org website





July 23, 2019

Commissioner Jimbo Jackson
Chair, Leon County Commission
Leon County Courthouse
301 S. Monroe Street
Tallahassee, FL 32301

Dear Commissioner Jackson,

Dr. Adriene Wright currently serves as a County-appointed member of the COCA Board of Directors. Her current term will conclude at the end of this fiscal year (Sept. 30, 2019).

This letter shall confirm that Dr. Wright has requested to be reappointed to a second term on the COCA Board of Directors.

We respectfully request that the County Commission reappoint Dr. Wright to the Volunteer seat on the COCA Board of Directors for another four-year term beginning in FY20 (Oct. 1, 2019).

If you have any questions, please don't hesitate to contact me.

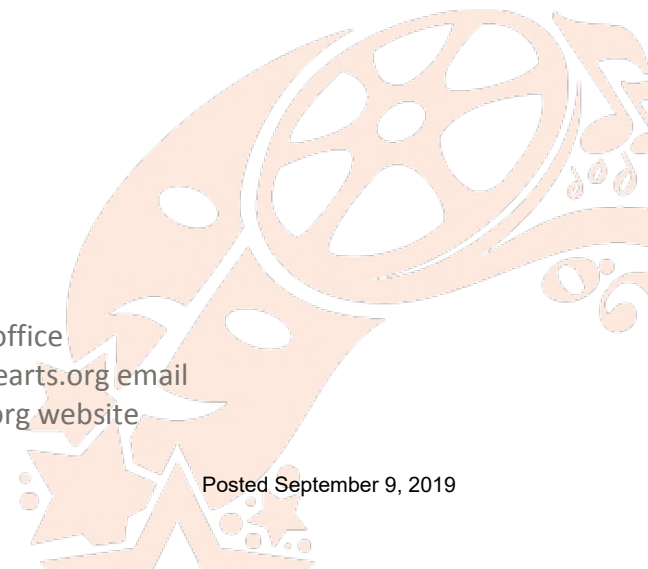
Sincerely,

A handwritten signature in black ink, appearing to read 'Amanda Thompson'.

Amanda Karioth Thompson
Interim Executive Director
Council on Culture & Arts (COCA)

Council on Culture & Arts (COCA)
816 S. ML King Jr. Blvd.
Tallahassee, FL 32301

(850) 224-2500 office
info@tallahasseearts.org email
tallahasseearts.org website





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
COUNCIL ON CULTURE & ARTS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Dr. Adriene B. B Wright		Date: 7/26/2019 9:28:36 AM	
Home Address:	203 Young St Tallahassee, FL 32301	Do you live in Leon County?	Yes
Home Phone:	(202) 431-1187	Do you live within the City limits?	Yes
Email:	adriene@abelita.co	Do you own property in Leon County?	No
		Do you own property in the Tallahassee City Limits?	No
		How many years have you lived in Leon County?	4

(EMPLOYMENT INFORMATION)

Employer:	Abelita LLC	Work Address:	203 Young Street FL 32301
Occupation:	Business Owner		
Work/Other Phone:	(202) 431-1187		

(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:	Black or African American	Gender:	F	Age:	62
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Mary Jenell Blake	Name:	Mary Ar'dis
Address:	2201 NW 168th Ave. Apt. B-108 Pembroke Pines, FL 33028	Address:	6161 Williams Road Tallahassee, FL 32311
Phone:	(850) 933-5605	Phone:	(850) 942-2773

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? **COCA and the MWSBE Evaluation Advisory Committee**

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 **My business is a subcontractor on the MGT Disparity Study project.**

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**

No individual committed to, or owing allegiance to, any particular arts faction shall be eligible to serve. In order to serve a nomination by the Council is required.

All members must be qualified electors residing in Leon County.

Are you a registered voter in Leon County? **Yes**

Please indicate your area of expertise.

- Business/Economic Development
- Heritage / History
- Marketing/Finance
- Practicing Artist
- Tourism
- Volunteer
- Resident of Leon County

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

Signature: *Dr. Adriene B. B Wright*

The application was electronically sent: 7/26/2019 9:28:36 AM

Results oriented, disciplined, and experienced senior-level executive and entrepreneur with a demonstrated record of leadership in the corporate, public, non-profit sectors, and higher educational institutions. Possesses multi-disciplinary experience that includes Community Outreach and Stakeholder Engagement, Business Development, Management Consulting, Marketing, Communications, Public Affairs, Engineering, and Fundraising. Often recognized for persuasive public speaking abilities, analytical skills, and diplomatic and engaging qualities.

RELATED PROFESSIONAL EXPERIENCE

ABELITA LLC, Tallahassee, FL

1/2014 – Present

Founder and President

Provides leadership in the growth, development and performance of Abelita LLC, a rapidly growing management consulting company. Abelita's fundamental core services are in community outreach and stakeholder engagement. Our clientele includes the following with the bolded text representing projects with emphasis on stakeholder engagement:

- *Ken Weeden & Associates Inc./Tallahassee International Airport*
- *Albany State University (GA)*
- *Metroplex Corporation (SC, DC)*
- *CB&I, Inc. (TX)*
- *Virginia State University (VA)*
- *Global Performance Engineering, Inc./Honda Cars of America (AL)*
- *CLG Consulting (Atlanta, GA/FL)*
- *MGT Consulting/City of Tallahassee, Leon County & OEV (FL)*
- *City of New York/MGT (FL/NY)*
- *Florida A&M University (FL)*
- *Edward and Jones, LLC (VA)*
- *Edison Electric Institute (EEI) (DC)*
- *Gomez & Associates (SC)*
- *Suwannee County (FL)*
- *City of Bunnell (FL)*

FLORIDA MEMORIAL UNIVERSITY (FMU), Miami Gardens, FL

2/2011 – 12/2013

FLORIDA A&M UNIVERSITY (FAMU), Tallahassee, FL

6/2007-2/2011

ELECTRIC POWER RESEARCH INSTITUTE (EPRI), Washington, DC

2/2000-10/2005

ELECTRICITY INNOVATION INSTITUTE (E2I) – EPRI Affiliate Company

7/2001-10/2005

Executive Director of Public Programs, Science and Technology Development

General Manager (acting), Electricity Innovation Institute

- Project Director to co-lead the development of a multi-million-dollar, non-profit affiliate of EPRI.
- Developed and implemented strategies to engage stakeholders for consensus building supporting the E2I mission and vision of public/private partnerships for technology R&D.
- Partnered with the Alfred P. Sloan Foundation establishing a U.S. university-based, Electricity Industry Research Center at Carnegie Mellon University.

Director of Development and Marketing

- Engaged external constituents and directed Stakeholder Advisory Group comprised of White House officials, State and Federal Regulators, and Energy Associations.
- Routinely presented on complex scientific research initiatives before national and international audiences such as the National Governors Association, the World Energy Council, and the World Bank.

EDUCATION

Florida A&M University (FAMU), Tallahassee, FL

Bachelor of Science (BS), *Civil Engineering Technology*

Fluor Daniel Management Institute/University of California at Irvine, Irvine, CA

Certificate, *Executive Business Management*

Trinity Theological Seminary and College of the Bible, Newburgh, Indiana

Master of Arts (MA), *Theology*

International Academy of Apologetics, Human Rights, and Evangelism, Strasburg, France

Certificate, *Apologetics and Human Rights*

Covenant Bible College and Theological Seminary, Tallahassee, FL

Doctor of Philosophy (PhD), *Theology*



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
COUNCIL ON CULTURE & ARTS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.**

Name: Ms. Lucia Fishburne		Date: 6/25/2019 3:38:43 PM	
Home Address:	7645 Tanya Court Tallahassee, FL 32317	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 544-9506	Do you own property in the Tallahassee City Limits?	No
Email:	lfishburne@comcast.net	How many years have you lived in Leon County?	20

(EMPLOYMENT INFORMATION)

Employer:	Association of Florida Colleges	Work Address:	
Occupation:	Communications		
Work/Other Phone:			

(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:		Gender:		Age:	
District:		Disabled?			

(RESUME AND REFERENCES)

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

Name:	Amanda Thompson	Name:	
Address:	816 South ML King Jr. Boulevard Tallahassee, FL 32301	Address:	
Phone:	(850) 224-2500	Phone:	

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'm currently the Chair of the COCA board. My first term is expiring. I would like to continue serving and am requesting a second term.

(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.

Are you currently serving on a County Advisory Committee?* **Yes**

If Yes, on what Committee(s) are you a member? **COCA**

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**

No individual committed to, or owing allegiance to, any particular arts faction shall be eligible to serve. In order to serve a nomination by the Council is required.

All members must be qualified electors residing in Leon County.

Are you a registered voter in Leon County? **Yes**

Please indicate your area of expertise.

- Business/Economic Development
- Heritage / History
- Marketing/Finance
- Practicing Artist
- Tourism
- Volunteer
- Resident of Leon County

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

Signature: *Ms. Lucia Fishburne*

The application was electronically sent: 6/25/2019 3:38:43 PM

**Leon County
Board of County Commissioners**

Notes for Agenda Item #24

Leon County Board of County Commissioners

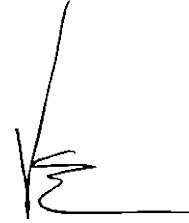
Agenda Item #24

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Appointment of Commissioners for the Canvassing Board



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Heather Peeples, Special Projects Coordinator Nicki Paden, Management Analyst

Statement of Issue:

This agenda item requests the Board's appointment of one Commissioner to serve as a Substitute Member for the Canvassing Board and for the Chairman to appoint one Commissioner to serve as the Alternate member.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Full Board to appoint one Commissioner as the Substitute member for the Canvassing Board for a two-year term ending December 31, 2021. The eligible Commissioners are: Kristin Dozier, Jimbo Jackson, Mary Ann Lindley, Nick Maddox, Rick Minor, and Bill Proctor.

Option #2: Chairman to appoint one Commissioner as the Alternate member on the Canvassing Board for a two-year term ending December 31, 2021. The eligible Commissioners are: Kristin Dozier, Jimbo Jackson, Mary Ann Lindley, Nick Maddox, Rick Minor, and Bill Proctor (if not appointed as the Substitute Member in Option #1).

Report and Discussion

Background:

Pursuant to Section 102.141, Florida Statutes, and Leon County Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities", this item requests the Board appoint a Commissioner as a substitute member to the Canvassing Board and the Chairman to appoint one Commissioner as the Alternate member.

In prior years, appointments to the Canvassing Board have typically followed the Board reorganization in November; however, the Florida Association of Supervisors of Elections' (FSASE) Biannual Canvassing Workshop is scheduled for Friday, October 18. At the request of the Supervisor of Elections Office and in light of the early timing of the workshop, this item seeks to finalize the Board's appointments to ensure Commissioners interested in serving on the Canvassing Board have the opportunity to register and attend the workshop next month.

Analysis:

The Canvassing Board duties and responsibilities include: canvassing of absentee vote, early voting ballots, write-in votes; canvassing returns from the polls and provisional ballots; submitting preliminary returns and unofficial count; machine recount; manual recount; certifying returns; audit of voting system; contest of election.

The composition of the Canvassing Board is governed by Section 102.141, Florida Statutes (Attachment #1). Membership of the Canvassing Board consists of three members as follows:

- a County Court Judge (who serves as Chairman of the Canvassing Board)
- the Supervisor of Elections
- the Chair of the Board of County Commissioners (BOCC)

In addition, to address the possibility of members becoming ineligible to serve, the Statutes provide for the County to make two additional Commissioner appointments. The appointees will serve through December 2021:

- a Substitute member: If the Chairman of the BOCC is unable to serve, a Substitute member is appointed by the full Board to replace the Chairman of the BOCC.
- an Alternate member: An Alternate is appointed by the BOCC Chairman to serve in a temporary capacity if the Chairman of the BOCC or Substitute is unable to attend a meeting for a temporary period of time.

Furthermore, if the Supervisor of Elections is unable to serve, the Chair of the BOCC is also required to appoint an eligible Commissioner to serve as a substitute.

As stated in the attached September 16, 2016 memo from the County Attorney (Attachment #2), a Commissioner would become "unable to serve" or is "disqualified" in the following instances:

The following activities would make a canvassing board member an "active participant" in the campaign or candidacy of any candidate with opposition in the election: being a member of an election or re-election committee for a candidate; public endorsement with or without financial support of a candidate; holding campaign signs, wearing a campaign tee-shirt, or other public display of support for a candidate; signing an endorsement card for a candidate; attending a candidate's campaign fundraiser; or chairing or co-chairing an ongoing election campaign or fundraiser for a candidate. However, the mere giving of a campaign contribution would not make a canvassing board member an "active participant."

As of the writing of this agenda item, Commissioner Desloge is ineligible to serve, as he is a candidate with opposition in the upcoming election. Commissioner Jackson is currently running unopposed and Commissioners Dozier, Lindley, Maddox, Minor, and Proctor are not candidates, therefore, are all currently eligible to serve. In addition, Supervisor of Elections Mark Earley is also up for reelection but is running unopposed, as of the writing of this agenda item. Subsequent to the Board appointing the Substitute member, the Chairman will then appoint the Alternate member. If no Commissioner is able to serve as an Alternate member, the Chairman will then appoint an eligible citizen.

Due to the early timing of the FSASE Biannual Canvassing Workshop, the Supervisor of Elections Office has requested appointments to the Canvassing Board for the upcoming 2-year term to be determined earlier than in prior years. It should be noted, however, that the Board may have to reappoint members to the Canvassing Board as the current political landscape and eligibility of Commissioners is subject to change until the qualifying deadline for candidacy opposition on June 12, 2020. While the Workshop is not required for Canvassing Board members, attendance is recommended in light of increased scrutiny in past elections and recent legislative changes that will impact the upcoming election cycle. Accordingly, this item seeks to finalize the Board's appointments to ensure Commissioners interested in serving on the Canvassing Board have the opportunity to register and attend the workshop next month. Should these appointments to the Canvassing Board become ineligible, staff will bring back an agenda item requesting the Board's reappointment as necessary.

Options:

1. Full Board to appoint one Commissioner as the Substitute member for the Canvassing Board for a two-year term ending December 31, 2021. The eligible Commissioners are: Kristin Dozier, Jimbo Jackson, Mary Ann Lindley, Nick Maddox, Rick Minor, and Bill Proctor.
2. Chairman to appoint one Commissioner as the Alternate member on the Canvassing Board for a two-year term ending December 31, 2021. The eligible Commissioners are: Kristin Dozier, Jimbo Jackson, Mary Ann Lindley, Nick Maddox, Rick Minor, and Bill Proctor (if not appointed as the Substitute Member in Option #1).
3. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Florida Statutes 102.141
2. Sept. 16, 2016 Memo from the County Attorney



August 20, 2019

Search Statutes:

2019

102.141

Search

Advanced Legislative
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& Laws of Florida](#)[Florida Statutes](#)[Search Statutes](#)[Search Tips](#)[Florida Constitution](#)[Laws of Florida](#)[Legislative & Executive](#)[Branch Lobbyists](#)[Information Center](#)[Joint Legislative](#)[Committees &](#)[Other Entities](#)[Historical Committees](#)[Florida Government](#)[Efficiency Task Force](#)[Legislative Employment](#)[Legistore](#)[Links](#)[Interpreter Services for the
Deaf and Hard of Hearing](#)

Select Year:

2019

Go

The 2019 Florida Statutes

[Title IX](#)[ELECTORS AND
ELECTIONS](#)[Chapter 102](#)[CONDUCTING ELECTIONS AND ASCERTAINING
THE RESULTS](#)[View Entire
Chapter](#)**102.141 County canvassing board; duties.—**

(1) The county canvassing board shall be composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners. Alternate canvassing board members must be appointed pursuant to paragraph (e). In the event any member of the county canvassing board is unable to serve, is a candidate who has opposition in the election being canvassed, or is an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed, such member shall be replaced as follows:

(a) If no county court judge is able to serve or if all are disqualified, the chief judge of the judicial circuit in which the county is located shall appoint as a substitute member a qualified elector of the county who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. In such event, the members of the county canvassing board shall meet and elect a chair.

(b) If the supervisor of elections is unable to serve or is disqualified, the chair of the board of county commissioners shall appoint as a substitute member a member of the board of county commissioners who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. The supervisor, however, shall act in an advisory capacity to the canvassing board.

(c) If the chair of the board of county commissioners is unable to serve or is disqualified, the board of county commissioners shall appoint as a substitute member one of its members who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed.

(d) If a substitute member or alternate member cannot be appointed as provided elsewhere in this subsection, or in the event of a vacancy in such office, the chief judge of the judicial circuit in which the county is located shall appoint as a substitute member or alternate member a qualified elector of the county who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed.

(e)1. The chief judge of the judicial circuit in which the county is located shall appoint a county court judge as an alternate member of the county canvassing board or, if each county court judge is unable to serve or is disqualified, shall appoint an alternate member who is qualified to serve as a substitute member under paragraph (a).

2. The chair of the board of county commissioners shall appoint a member of the board of county commissioners as an alternate member of the county canvassing board or, if each member of the

board of county commissioners is unable to serve or is disqualified, shall appoint an alternate member who is qualified to serve as a substitute member under paragraph (d).

3. If a member of the county canvassing board is unable to participate in a meeting of the board, the chair of the county canvassing board or his or her designee shall designate which alternate member will serve as a member of the board in the place of the member who is unable to participate at that meeting.

4. If not serving as one of the three members of the county canvassing board, an alternate member may be present, observe, and communicate with the three members constituting the county canvassing board, but may not vote in the board's decisions or determinations.

(2)(a) The county canvassing board shall meet in a building accessible to the public in the county where the election occurred at a time and place to be designated by the supervisor to publicly canvass the absent electors' ballots as provided for in s. 101.68 and provisional ballots as provided by ss. 101.048, 101.049, and 101.6925. Provisional ballots cast pursuant to s. 101.049 shall be canvassed in a manner that votes for candidates and issues on those ballots can be segregated from other votes. As soon as the absent electors' ballots and the provisional ballots are canvassed, the board shall proceed to publicly canvass the vote given each candidate, nominee, constitutional amendment, or other measure submitted to the electorate of the county, as shown by the returns then on file in the office of the supervisor.

(b) Public notice of the time and place at which the county canvassing board shall meet to canvass the absent electors' ballots and provisional ballots must be given at least 48 hours prior thereto by publication on the supervisor's website and published in one or more newspapers of general circulation in the county or, if there is no newspaper of general circulation in the county, by posting such notice in at least four conspicuous places in the county. The time given in the notice as to the convening of the meeting of the county canvassing board must be specific and may not be a time period during which the board may meet.

(c) If the county canvassing board suspends or recesses a meeting publicly noticed pursuant to paragraph (b) for a period lasting more than 60 minutes, the board must post on the supervisor's website the anticipated time at which the board expects to reconvene. If the county canvassing board does not reconvene at the specified time, the board must provide at least 2 hours' notice, which must be posted on the supervisor's website, before reconvening.

(d) During any meeting of the county canvassing board, a physical notice must be placed in a conspicuous area near the public entrance to the building in which the meeting is taking place. The physical notice must include the names of the individuals officially serving as the county canvassing board, the names of any alternate members, the time of the meeting, and a brief statement as to the anticipated activities of the county canvassing board.

(3) The canvass, except the canvass of absent electors' returns and the canvass of provisional ballots, shall be made from the returns and certificates of the inspectors as signed and filed by them with the supervisor, and the county canvassing board shall not change the number of votes cast for a candidate, nominee, constitutional amendment, or other measure submitted to the electorate of the county, respectively, in any polling place, as shown by the returns. All returns shall be made to the board on or before 2 a.m. of the day following any primary, general, or other election. If the returns from any precinct are missing, if there are any omissions on the returns from any precinct, or if there is an obvious error on any such returns, the canvassing board shall order a retabulation of the returns from such precinct. Before canvassing such returns, the canvassing board shall examine the tabulation of the ballots cast in such precinct and determine whether the returns correctly reflect the votes cast. If there is a discrepancy between the returns and the tabulation of the ballots cast, the tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly.

(4)(a) The supervisor of elections shall upload into the county's election management system by 7 p.m. on the day before the election the results of all early voting and vote-by-mail ballots that have been canvassed and tabulated by the end of the early voting period. Pursuant to ss. [101.5614\(8\)](#), [101.657](#), and [101.68\(2\)](#), the tabulation of votes cast or the results of such uploads may not be made public before the close of the polls on election day.

(b) The canvassing board shall report all early voting and all tabulated vote-by-mail results to the Department of State within 30 minutes after the polls close. Thereafter, the canvassing board shall report, with the exception of provisional ballot results, updated precinct election results to the department at least every 45 minutes until all results are completely reported. The supervisor of elections shall notify the department immediately of any circumstances that do not permit periodic updates as required. Results shall be submitted in a format prescribed by the department.

(5) The canvassing board shall submit on forms or in formats provided by the division unofficial returns to the Department of State for each federal, statewide, state, or multicounty office or ballot measure no later than noon on the third day after any primary election and no later than noon on the fourth day after any general or other election. Such returns shall include the canvass of all ballots as required by subsection (2).

(6) If the county canvassing board determines that the unofficial returns may contain a counting error in which the vote tabulation system failed to count votes that were properly marked in accordance with the instructions on the ballot, the county canvassing board shall:

(a) Correct the error and retabulate the affected ballots with the vote tabulation system; or

(b) Request that the Department of State verify the tabulation software. When the Department of State verifies such software, the department shall compare the software used to tabulate the votes with the software filed with the department pursuant to s. [101.5607](#) and check the election parameters.

(7) If the unofficial returns reflect that a candidate for any office was defeated or eliminated by one-half of a percent or less of the votes cast for such office, that a candidate for retention to a judicial office was retained or not retained by one-half of a percent or less of the votes cast on the question of retention, or that a measure appearing on the ballot was approved or rejected by one-half of a percent or less of the votes cast on such measure, a recount shall be ordered of the votes cast with respect to such office or measure. The Secretary of State is responsible for ordering recounts in federal, state, and multicounty races. The county canvassing board or the local board responsible for certifying the election is responsible for ordering recounts in all other races. A recount need not be ordered with respect to the returns for any office, however, if the candidate or candidates defeated or eliminated from contention for such office by one-half of a percent or less of the votes cast for such office request in writing that a recount not be made.

(a) Each canvassing board responsible for conducting a recount shall put each marksense ballot through automatic tabulating equipment and determine whether the returns correctly reflect the votes cast. If any marksense ballot is physically damaged so that it cannot be properly counted by the automatic tabulating equipment during the recount, a true duplicate shall be made of the damaged ballot pursuant to the procedures in s. [101.5614\(4\)](#). Immediately before the start of the recount, a test of the tabulating equipment shall be conducted as provided in s. [101.5612](#). If the test indicates no error, the recount tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly. If an error is detected, the cause therefor shall be ascertained and corrected and the recount repeated, as necessary. The canvassing board shall immediately report the error, along with the cause of the error and the corrective measures being taken, to the Department of State. No later than 11 days after the election, the canvassing board shall file a separate incident report with the Department of State, detailing the resolution of the matter and identifying any measures that will avoid a future recurrence of the error.

(b) Each canvassing board responsible for conducting a recount where touchscreen ballots were used shall examine the counters on the precinct tabulators to ensure that the total of the returns on the precinct tabulators equals the overall election return. If there is a discrepancy between the overall election return and the counters of the precinct tabulators, the counters of the precinct tabulators shall be presumed correct and such votes shall be canvassed accordingly.

(c) The canvassing board shall submit on forms or in formats provided by the division a second set of unofficial returns to the Department of State for each federal, statewide, state, or multicounty office or ballot measure. The returns shall be filed no later than 3 p.m. on the 5th day after any primary election and no later than 3 p.m. on the 9th day after any general election in which a recount was ordered by the Secretary of State. If the canvassing board is unable to complete the recount prescribed in this subsection by the deadline, the second set of unofficial returns submitted by the canvassing board shall be identical to the initial unofficial returns and the submission shall also include a detailed explanation of why it was unable to timely complete the recount. However, the canvassing board shall complete the recount prescribed in this subsection, along with any manual recount prescribed in s. [102.166](#), and certify election returns in accordance with the requirements of this chapter.

(d) The Department of State shall adopt detailed rules prescribing additional recount procedures for each certified voting system, which shall be uniform to the extent practicable.

(8) The canvassing board may employ such clerical help to assist with the work of the board as it deems necessary, with at least one member of the board present at all times, until the canvass of the returns is completed. The clerical help shall be paid from the same fund as inspectors and other necessary election officials.

(9) Each member, substitute member, and alternate member of the county canvassing board and all clerical help must wear identification badges during any period in which the county canvassing board is canvassing votes or engaging in other official duties. The identification badges should be worn in a conspicuous and unobstructed area, and include the name of the individual and his or her official position.

(10)(a) At the same time that the official results of an election are certified to the Department of State, the county canvassing board shall file a report with the Division of Elections on the conduct of the election. The report must describe:

1. All equipment or software malfunctions at the precinct level, at a counting location, or within computer and telecommunications networks supporting a county location, and the steps that were taken to address the malfunctions;
2. All election definition errors that were discovered after the logic and accuracy test, and the steps that were taken to address the errors;
3. All ballot printing errors or ballot supply problems, and the steps that were taken to address the errors or problems;
4. All staffing shortages or procedural violations by employees or precinct workers which were addressed by the supervisor of elections or the county canvassing board during the conduct of the election, and the steps that were taken to correct such issues;
5. All instances where needs for staffing or equipment were insufficient to meet the needs of the voters; and
6. Any additional information regarding material issues or problems associated with the conduct of the election.

(b) If a supervisor discovers new or additional information on any of the items required to be included in the report pursuant to paragraph (a) after the report is filed, the supervisor shall notify the division that new information has been discovered no later than the next business day after the discovery, and the supervisor shall file an amended report signed by the supervisor of elections on the

conduct of the election within 10 days after the discovery.

(c) Such reports shall be maintained on file in the Division of Elections and shall be available for public inspection. The division shall utilize the reports submitted by the canvassing boards to determine what problems may be likely to occur in other elections and disseminate such information, along with possible solutions, to the supervisors of elections.

(11) The supervisor shall file with the department a copy of or an export file from the results database of the county's voting system and other statistical information as may be required by the department, the Legislature, or the Election Assistance Commission. The department shall adopt rules establishing the required content and acceptable formats for the filings and time for filings.

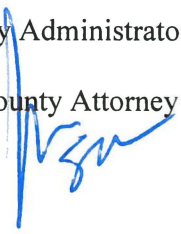
History.—s. 46, ch. 6469, 1913; RGS 350; CGL 407; s. 11, ch. 13761, 1929; s. 6, ch. 26870, 1951; s. 1, ch. 57-104; s. 6, ch. 65-129; s. 19, ch. 73-334; s. 26, ch. 77-175; s. 47, ch. 79-400; s. 18, ch. 84-302; s. 4, ch. 86-33; s. 600, ch. 95-147; s. 41, ch. 2001-40; s. 20, ch. 2002-17; s. 26, ch. 2003-415; s. 58, ch. 2005-277; s. 33, ch. 2007-30; s. 14, ch. 2010-167; s. 43, ch. 2011-40; s. 19, ch. 2013-57; s. 34, ch. 2016-37; s. 10, ch. 2018-112; s. 36, ch. 2019-162.

Note.—Former s. 102.45.

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Vincent S. Long, County Administrator
FROM: Herbert W.A. Thiele, County Attorney
DATE: September 16, 2016
SUBJECT: Canvassing Board



VIA ELECTRONIC MAIL

The Leon County Canvassing Board is currently comprised of Judge Aikens, serving in the County Court Judge statutory role and as chairman of the Canvassing Board; and Commissioner Dailey, serving as Supervisor of Elections, Ion Sancho's, substitute. Commissioner Dailey was appointed to serve as the BOCC's substitute on January 26, 2016. When the Supervisor of Elections became disqualified to serve, Commissioner Dailey was selected to serve as his substitute. As of September 13, 2016, Chairman Proctor served as the Canvassing Board's third member.

However, Chairman Proctor has recently resigned from the Canvassing Board to pursue greater voter participation in the 2016 general election. A copy of Chairman Proctor's memorandum is attached hereto for ease of consideration. When the Chair of the BOCC is "unable to serve" or "disqualified," the BOCC appoints another eligible member of the BOCC to serve as the Chairman's substitute. Therefore, the BOCC must make a Board appointment for the substitute that shall serve in place of the Chairman in a permanent capacity.

The Leon County Canvassing Board also currently has two alternates. One is Judge Flury and the second is Commissioner Maddox. If Commissioner Maddox is appointed by the BOCC as the Chairman's substitute, Chairman Proctor must make an individual appointment of another alternate to replace Commissioner Maddox.

Rule of Law

The composition of the Canvassing Board is governed by Section 102.141, Florida Statutes (2016). Membership of the Canvassing Board shall consist of a County Court Judge, who is required to serve as Chairman of the Canvassing Board, the Supervisor of Elections, and the Chair of the Board of County Commissioners. *See* Section 102.141(1), Florida Statutes (2016).

In the event that a Canvassing Board member is unable to serve, a substitute member shall be selected to replace the member. More specifically, when no County Court Judge is able to serve, the Chief Judge shall appoint as a substitute a qualified elector of the County who is not an opposed candidate and who is not actively participating in a campaign of an opposed candidate in the election. If the Supervisor of Elections is unable to serve, the Chair of the BOCC is required to appoint as a substitute, a member of the BOCC who is not a candidate opposed in the election and who is not actively participating in a campaign of an opposed candidate in the election. If the Chair of the BOCC is unable to serve, the BOCC shall appoint as a substitute another member of the BOCC who is not an opposed candidate and who is not actively participating in a campaign of an opposed

Vincent S. Long, County Administrator
September 16, 2016
Page 2 of 3

candidate in the election. In the event a substitute member or alternate member cannot be appointed as provided above, the Chief Judge shall appoint, as a substitute or alternate member, a qualified elector of the County who is not an opposed candidate in the election, and who is not actively participating in a campaign of an opposed candidate in the election. See Section 102.141(1)(a)-(d), Florida Statutes.

Therefore, each Canvassing Board member has a designated appointed substitute in the event that the member is "unable to serve" or is "disqualified." The substitute member permanently replaces the statutory member of the Canvassing Board. The substitutes for each of the members of the Canvassing Board are appointed as follows:

Substitute Membership

Statutory Member of County Canvassing Board	Substitute Member
County Court Judge	Chief Judge appoints a qualified elector ¹
Supervisor of Elections	Chair of BOCC appoints Member of BOCC ²
Chair of BOCC	BOCC appoints a member of the BOCC

The County Canvassing Board is also required to have two alternates. The alternates serve in the place of a member in a temporary capacity in the event a statutory or substitute member cannot attend a Canvassing Board meeting or for a temporary period of time. Should a member be unable to attend, the chairman of the Canvassing Board designates which of the two alternates shall sit in the place of the absent member. One alternate is appointed by the Chief Judge and the second alternate is appointed by the Chairman of the BOCC.³

Alternate Membership

Statutory Member to Appoint Alternate	Alternate to Serve
Chief Judge	County Judge
Chair of BOCC	Member of BOCC

¹ In the event no County Court Judge can serve on the Canvassing Board, the members of the Canvassing Board vote to elect the chairman of the Canvassing Board. § 102.141(1)(a) F.S.

² The Supervisor of Elections shall continue to serve in an advisory capacity to the Canvassing Board. § 102.141(1)(b) F.S.

³ As stated in *Division of Elections Opinion DE 15-03* (October 26, 2015):

The Division [of Elections] emphasizes the distinction between a *substitute* member of the canvassing board and an *alternate* member. A substitute member permanently replaces a statutory member; by contrast, the alternate member serves as "back-up" for any statutory or substitute member who may be unable to serve for a temporary period or during a portion of a board meeting. See § 102.141 (1), (1)(e), Fla. Stat. (2015). The chief circuit judge and county commission chair each selects an alternate in advance to serve in place of a statutory member or substitute member "unable to participate at [a particular] meeting." § 102.141(1)(e)1.-3., Fla. Stat. The canvassing board chair decides which of the two alternates will serve as a temporary member in place of a permanent member unable to participate from meeting to meeting. § 102.141(1)(e)3., Fla. Stat.

Vincent S. Long, County Administrator
September 16, 2016
Page 3 of 3

Therefore, it is the opinion of this office that as a result of the Chair of the BOCC being unable to serve on the Canvassing Board, as set out in the Chairman's memorandum of September 13, 2016, to the Chairman of the Leon County Canvassing Board, the Honorable Augustus Akins, the BOCC is required to appoint a substitute member for the Canvassing Board to fill the Chair of BOCC, position. In the event that the BOCC selects Commissioner Nick Maddox, who is presently serving as an alternate member of the Canvassing Board, as the substitute for the Chair of the BOCC, that would leave an alternate position open for appointment. As for an alternate member of the Canvassing Board, the Chair of the BOCC is required to appoint either a member of the BOCC or if each member of the BOCC is unable to serve or is disqualified, appoint a qualified elector of the County who is not a candidate with opposition in the election nor an active participant in the campaign or candidacy of a candidate with opposition in the election.

While use of the term "active participant" is not defined by the Election Code, the Division of Elections has addressed being disqualified to be a member of the Canvassing Board as a result of being an "active participant" in the campaign or candidacy of any candidate with opposition in the election. For example, in *Division of Elections Opinion DE 09-07* (October 15, 2009), it was determined that the following activities would make a canvassing board member an "active participant" in the candidate's campaign or candidacy:

being a member of an election or re-election committee for a candidate; public endorsement with or without financial support of a candidate; holding campaign signs, wearing a campaign tee-shirt, or other public display of support for a candidate; signing an endorsement card for a candidate; attending a candidate's campaign fundraiser; or chairing or co-chairing an ongoing election campaign or fundraiser for a candidate.

However, the mere giving of a campaign contribution would not make a canvassing board member an "active participant." *Id.*

Therefore, we recommend that an item be presented as an add-on for the Board meeting of September 20, 2016, for the Board to appoint a substitute for the Chair of the BOCC to act as a substitute to the statutory member of the Canvassing Board, and for the Chair of the BOCC to appoint an alternate.

HWAT/PTK/kam

Enclosure

cc: Honorable Chairman and Members of the Board of County Commissioners
Judge Jonathan Sjostrom, Chief Judge
Canvassing Board
Alan Rosenzweig, Deputy County Administrator

**Leon County
Board of County Commissioners**

Notes for Agenda Item #25

Leon County Board of County Commissioners

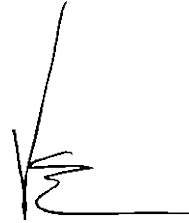
Agenda Item #25

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First Public Hearing for Adoption of the FY19/20 Tentative Millage Rates and Tentative Budgets



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

Statement of Issue:

This item is for the first of two public hearings required by Florida Statutes for the adoption of the Leon County FY19/20 tentative budget.

Fiscal Impact:

This item has a fiscal impact. If adopted, the Leon County FY19/20 tentative budget is \$274,202,473; which includes the Emergency Medical Services budget of \$21,008,388.

Staff Recommendation:

- Option #1: Adopt, via Resolution, the tentative FY19/20 Countywide millage rate of 8.3144 mills (Attachment #1).
- Option #2: Adopt, via Resolution, the tentative FY19/20 Countywide budget (Attachment #2).
- Option #3: Adopt, via Resolution, the tentative FY19/20 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
- Option #4: Adopt, via Resolution, the tentative FY19/20 Emergency Medical Services MSTU budget (Attachment #4).
- Option #5: Direct staff to advertise, in accordance with the Florida Statutes, the tentative millage rates and budgets for FY19/20 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY19/20.

Report and Discussion

Background:

Pursuant to Sections 129.03 and 200.065, Florida Statutes, the County Property Appraiser certified to the County Budget Officer the taxable value against which taxes may be levied in the entire County and in each district in the County in which taxes are authorized by law to be levied by the Board. The certification of property values provided this year were \$17,625,593,861 an increase of \$1.006 billion or 6.05% more than the previous year. In preparing the tentative budgets, this certified figure was used as the basis for estimating the millage rates required to be levied.

At its July 9, 2019 meeting, the Board ratified the actions of the June 18 Budget Workshop and adopted the 8.3144 Countywide and 0.5000 Emergency Medical Services Municipal Services Taxing Unit (MSTU) millage rates for the purposes of the statutory Truth-in-Millage (TRIM) public notification process. These rates cannot be increased, but only decreased during the public hearing.

On July 25, 2019, the Board advised the County Property Appraiser and the County Tax Collector of its proposed millage rates, its rolled-back rates, and the date, time, and place at which a public hearing would be held to consider the tentative millage rates and the tentative budgets in accordance with Sections 129.03 and 200.065, Florida Statutes. Subsequently, the County Property Appraiser used this information in preparing the notice of proposed property taxes pursuant to Section 200.069, Florida Statutes. These notices were then mailed to all respective property owners in Leon County.

Changes to the FY19/20 Tentative Budget

The tentative budget presented in this item is \$274,202,473. Since the July 9th ratification and adoption of the tentative millage rates, two changes impacting the tentative budget have occurred.

First, the County was informed by the State that the payment to the Florida Department of Juvenile Justice (DJJ) would increase by \$452,768 or 29% over the amount initially budgeted in the June 18 workshop materials. Florida Statutes, Chapter 985, requires all non-fiscally constrained counties in the State share in the costs of juvenile detention. These costs are based on the number of days juveniles with a Leon County address are held in State detention facilities. The original projected cost included in the June 18 workshop materials was based on the historic average annual growth in detention costs. However, in 2017 the State approved revisions to the Juvenile Justice Statutes which caused an increase in the number of days juveniles are being detained locally.

Prior to the legislative change, low-risk offenders were released (i.e. GPS, court ordered monitoring, etc.) from the local detention facility until such time as a juvenile was placed in a long-term residential facility. Following the statutory change, all juveniles are now housed at the detention facility until such time as they can be transferred to a long-term residential facility. This change caused the number of days for detained Leon County juveniles to increase significantly over FY18/19, thereby increasing the County's share of the annual cost for juvenile detention. DJJ has stated that the significant increase was the result of a backlog in identifying residential facilities

and the backlog has now been eliminated. DJJ does not project a significant additional increase next year.

Second, the County was notified of the final employee health insurance premiums for calendar year 2020. The proposed budget had health insurance estimated to increase by 7%. However, final actual rates are 3.86% over the prior fiscal year. The lower than anticipated increase in the premiums allowed for a reduction in the budget of \$490,552 in employee health care costs.

After adjusting the tentative budget for these changes, the savings from health insurance more than offset the increase in the payment to DJJ. An additional \$37,784 (the amount of the health insurance savings remaining after paying for the DJJ increase) is recommended to further reduce the use of fund balance. In total, the tentative budget is balanced with a reduction in the use of fund balance by \$442,500 from last fiscal year for a total fund balance appropriation of \$1.56 million.

Analysis:

In accordance with Sections 129.03 and 200.065, Florida Statutes, after discussion and public comment regarding the tentative millage rates and budgets, the Board is required to adopt its tentative millage rates prior to adopting its tentative budgets. At its July 9, 2019 meeting, the Board set the County's tentative aggregate millage rate above the rolled-back rate and less than the majority vote maximum millage rate. This allows for the statutory voting threshold of a simple majority vote for adopting the tentative budget.

The proposed FY19/20 County tentative aggregate millage rate of 8.8144 (Countywide – 8.3144 and EMS - 0.5000) was maintained at the same level as the previous year's aggregate millage rate. The proposed aggregate millage rate of 8.8144 is 1.95% more than the rolled-back rate of 8.6459 (the rate the County can levy to collect the same property tax revenue as the prior year).

The second and final public hearing on the FY19/20 budget is scheduled for Tuesday, September 24, 2019 at 6:00 p.m. If the FY19/20 tentative budget is adopted, the hearing to adopt the final millage rates and budgets will be advertised in accordance with TRIM statutory requirements.

Options #1 through #4 need to be voted on separately and in the order presented. Florida Statutes require the Board to address the millage rates before addressing the associated budgets.

Options:

1. Adopt, via Resolution, the tentative FY19/20 Countywide millage rate of 8.3144 mills (Attachment #1).
2. Adopt, via Resolution, the tentative FY19/20 Countywide budget (Attachment #2).
3. Adopt, via Resolution, the tentative FY19/20 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
4. Adopt, via Resolution, the tentative FY19/20 Emergency Medical Services MSTU budget (Attachment #4).
5. Direct staff to advertise, in accordance with the Florida Statutes, the tentative millage rates and budgets for FY19/20 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY19/20.
6. Board direction.

Recommendation:

Options #1, #2, #3, #4, and #5

Attachments:

1. Resolution adopting tentative FY19/20 Countywide millage rate
2. Resolution adopting tentative FY19/20 Countywide budget
3. Resolution adopting tentative FY19/20 Emergency Medical Services MSTU millage rate
4. Resolution adopting tentative FY19/20 Emergency Medical Services MSTU budget

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2019/2020 tentative budget; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation with Leon County has been certified by the County Property Appraiser to the Board of County Commissioners as \$17,625,593,861; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has computed a proposed millage rate necessary to fund the tentative Countywide budget other than the portion of the budget to be funded from sources other than this ad valorem tax; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and place at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 17, 2019 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies;

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

The Fiscal Year 2019/2020 tentative aggregate millage rate is 8.8144 mills (*County-wide 8.3144 = 3.2939 mills – General Fund; 5.0205 mills – Fine and Forfeiture*) and (*0.5000 – Emergency Medical Services MSTU*), which is above the rolled-back rate of 8.6459 by 1.95%.

Adopted this 17th day of September, 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: _____
Gwendolyn Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2019/2020 tentative budget; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and place at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 17, 2019 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, set forth the appropriations and revenue estimate, attached hereto as Exhibit A, for the tentative Countywide budget for Fiscal Year 2019/2020 for the amount of \$300,733,161;

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

The Fiscal Year 2019/2020 tentative Countywide budget be adopted by fund as it appears in the attached Exhibit B.

Adopted this 17th day of September, 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: _____
Gwendolyn Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

EXHIBIT A

Leon County Fiscal Year 2020 Tentative Budget
Summary of All Funds

		FY 2018 Actual	FY 2019 Adopted	FY 2020 Requested	FY 2020 Budget	FY 2021 Planned	FY 2022 Planned	FY 2023 Planned	FY 2024 Planned
Millage Rates									
General Countywide		8.3144	8.3144	8.3144	8.3144	8.3144	8.3144	8.3144	8.3144
EMS MSTU		0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
General Fund	001	67,097,038	69,568,924	73,529,702	73,390,946	75,104,238	79,197,000	80,888,385	83,899,105
Special Revenue Funds									
Supervisor of Elections	060	4,308,045	4,150,267	5,537,297	5,530,069	4,432,201	4,621,291	4,551,708	5,829,156
Transportation Trust	106	17,950,113	18,279,190	16,865,223	16,817,928	22,004,093	19,614,633	19,703,994	20,170,787
Fine and Forfeiture	110	78,933,356	80,512,014	85,382,483	85,577,353	89,163,429	93,391,285	97,835,499	102,643,818
Probation Services	111	3,023,544	3,279,196	3,477,013	3,464,492	3,576,226	3,679,670	3,787,796	3,901,080
Teen Court	114	113,511	80,465	81,085	80,749	83,508	86,049	90,176	92,639
Drug Abuse Trust	116	82,505	95,195	89,040	89,040	93,227	97,609	102,276	107,033
Judicial Programs	117	144,277	321,486	358,085	357,134	343,707	352,413	352,583	361,980
Building Inspection	120	2,304,475	2,283,372	2,763,612	2,753,841	2,579,677	2,655,539	2,734,184	2,816,843
Dvlprnt Svcs & Environ. Mgmt.	121	3,599,835	4,104,779	4,248,649	4,234,991	4,385,141	4,522,236	4,664,047	4,812,000
Stormwater Utility	123	5,892,408	5,428,870	5,450,439	5,434,302	5,562,520	5,739,345	5,865,843	6,028,320
SHIP Trust	124	1,139,313	167,323	175,000	175,000	-	-	-	-
Grants	125	5,295,592	680,732	842,942	841,544	856,554	872,127	888,283	905,057
Non-Cntywide Gen. Rev.	126	24,878,925	22,064,587	22,386,805	22,386,805	22,859,850	23,281,223	23,666,223	24,050,487
Grants	127	120,100	60,000	60,000	60,000	60,000	60,000	60,000	60,000
9-1-1 Emergency Communications	130	1,186,875	1,280,790	1,265,400	1,265,400	1,303,400	1,342,350	1,383,200	1,424,050
Radio Communication Systems	131	1,654,860	1,513,893	1,646,820	1,646,820	1,691,950	1,738,433	1,648,802	1,698,116
Municipal Services	140	8,397,522	9,207,993	9,650,910	9,650,910	10,061,354	10,298,603	10,659,071	10,971,809
Fire Rescue Services	145	2,725,550	8,154,090	8,458,652	8,458,652	10,138,272	10,218,690	10,299,912	10,381,945
Tourist Development	160	5,331,350	6,582,991	6,353,195	6,450,469	6,572,951	6,701,530	7,007,371	7,091,568
Special Assessment. Paving	162	743,114	126,540	128,440	128,440	109,081	98,747	98,768	91,760
Killearn Lakes Units I and II Sewer	164	224,992	237,500	237,500	237,500	237,500	237,500	237,500	237,500
Bank of America Building	165	1,685,244	1,808,542	2,049,430	2,049,430	1,868,329	1,508,757	1,495,459	1,223,849
Huntington Oaks Plaza	166	195,328	113,357	106,991	106,991	107,350	107,507	108,669	108,836
Subtotal		170,136,864	170,533,172	177,615,011	177,797,860	188,090,320	191,225,537	197,241,364	205,008,633
Debt Service Funds									
Series 2003A & 2003B	211	7,074,446	7,079,017	7,076,873	7,076,873	-	-	-	-
ESCO Lease	221	484,514	-	-	-	-	-	-	-
Series 2014	222	493,139	496,301	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Subtotal		8,052,099	7,575,318	7,569,535	7,569,535	3,268,180	3,270,062	3,271,593	3,269,753
Capital Project Funds									
Capital Improvements	305	10,028,350	11,458,901	9,859,018	9,859,018	9,621,661	11,698,824	10,096,314	10,273,191
Transportation Improvements	306	2,163,064	3,344,845	3,858,708	3,858,708	6,545,273	3,744,935	3,451,595	3,493,255
Sales Tax	308	74,828	-	300,000	300,000	-	-	-	-
Sales Tax - Extension	309	6,635,097	4,695,350	1,206,595	1,206,595	1,600,000	-	-	-
Series 1999 Construction	318	50,308	-	-	-	-	-	-	-
9-1-1 Capital Projects	330	-	80,655	97,375	97,375	98,349	99,332	100,326	101,329
Impact Fee - Countywide Rd.	341	37,972	-	-	-	-	-	-	-
Sales Tax - Extension 2020	351	-	-	3,402,900	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950
Sales Tax - Extension 2020 JPA Agreement	352	-	-	3,586,830	3,586,830	4,809,800	4,837,730	4,866,610	4,896,440
Subtotal		19,017,042	19,579,751	22,311,426	22,311,426	27,349,083	25,147,921	23,376,945	23,724,165
Enterprise Funds									
Solid Waste	401	12,344,658	10,716,603	11,607,934	11,599,286	12,498,197	12,701,653	13,159,412	13,385,878
Subtotal		12,344,658	10,716,603	11,607,934	11,599,286	12,498,197	12,701,653	13,159,412	13,385,878
Internal Service Funds									
Insurance Service	501	4,762,465	3,373,865	3,803,684	3,803,684	3,841,535	3,879,950	3,918,749	3,957,935
Communications Trust	502	752,172	1,253,622	1,357,168	1,357,168	1,370,737	1,384,447	1,398,292	1,412,271
Motor Pool	505	2,824,580	2,729,428	2,906,725	2,903,256	2,932,081	2,961,181	2,990,550	3,020,199
Subtotal		8,339,217	7,356,915	8,067,577	8,064,108	8,144,353	8,225,578	8,307,591	8,390,405
TOTAL		284,986,918	285,330,683	300,701,185	300,733,161	314,454,371	319,767,751	326,245,290	337,677,939
Less Interfund Transfers		51,283,200	42,234,280	47,558,825	47,539,076	52,924,485	53,374,766	51,962,056	54,139,164
NET TOTAL		233,703,718	243,096,403	253,142,360	253,194,085	261,529,886	266,392,985	274,283,234	283,538,775

EXHIBIT B

Leon County Fiscal Year 2020 Tentative Budget

General Fund (001)

Fund Type: General Fund

The General Fund is the general operating fund of the County established by F.S. 129.02(1). Major revenue sources for the County's General Fund include proceeds from ad valorem and other taxes, charges for services, fees, and other miscellaneous revenues. The General Fund is used to account for financial resources and expenditures of general government (except those required to be accounted for in another fund) such as libraries, management information systems, facilities management, etc.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Ad Valorem - General Fund	311110	49,005,574	52,212,746	58,056,219	55,153,408	60,222,906	61,640,680	63,357,348	66,154,125
Delinquent Taxes	311200	-	280,000	294,737	280,000	280,000	280,000	280,000	280,000
Delinquent Taxes 2004	311204	1	-	-	-	-	-	-	-
Delinquent Taxes 2006	311206	147	-	-	-	-	-	-	-
Delinquent Taxes 2007	311207	-	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	1,135	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	502	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	10,110	-	-	-	-	-	-	-
Delinquent Taxes 2011	311211	6,939	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	7,758	-	-	-	-	-	-	-
Delinquent Taxes 2013	311213	12,655	-	-	-	-	-	-	-
Delinquent Taxes - 2014	311214	30,238	-	-	-	-	-	-	-
Delinquent Taxes-2015	311215	77,625	-	-	-	-	-	-	-
Delinquent Taxes-2016	311216	87,550	-	-	-	-	-	-	-
Tourist Development (4 Cents)	312100	43,565	43,794	47,722	45,336	46,696	48,098	49,541	51,026
Tourist Development (1 Cent)	312110	10,887	14,598	11,931	11,334	11,672	12,016	12,375	12,748
Process Server Fees	329300	9,000	8,550	10,000	9,500	9,500	9,500	9,500	9,500
Irma FEMA Reimbursement	331321	4,029	-	-	-	-	-	-	-
Federal Payments in Lieu of Taxes	333000	267,278	209,950	280,000	266,000	273,980	282,199	290,666	299,386
State Library Aid	334710	175,330	165,990	150,760	143,222	143,222	143,222	143,222	143,222
COT Reimbursement for PSC	337220	1,863,076	912,754	940,137	940,137	968,341	997,391	1,027,313	1,058,133
GIS	337300	1,285,687	1,326,761	1,513,419	1,513,419	1,543,687	1,574,561	1,606,052	1,638,173
CRTPA Reimbursement	337401	731,208	-	-	-	-	-	-	-
Blueprint 2000 Reimbursement	337402	628,480	424,505	201,804	201,804	208,706	215,889	223,367	231,154
HFA Emergency Repairs	337502	12,649	-	-	-	-	-	-	-
Payments In Lieu Of Taxes	339100	45,365	-	-	-	-	-	-	-
\$2.00 IT Added Court Cost FS 28.24 (12)	341160	351,186	326,895	337,300	320,435	314,070	307,800	301,625	295,545
Zoning Fees	341200	14,550	12,350	13,000	12,350	12,350	12,350	12,350	12,350
Hand Fogging Fees	342950	1,025	1,130	1,300	1,235	1,247	1,260	1,272	1,284
Medical Examiner Facility Use Fee	343800	-	47,500	263,158	250,000	252,501	255,026	257,575	260,151
Boaa Variance Requests	343950	50	-	-	-	-	-	-	-
Parking Facilities	344500	142,232	138,700	147,000	139,650	141,340	143,036	143,879	145,577
Library Parking	344510	43,348	35,753	43,100	40,945	41,325	4,180	43,035	44,270
Library Fees	347100	113,725	114,000	98,000	93,100	88,350	84,550	79,800	76,000
Library Printing	347101	7,762	8,550	7,200	6,840	6,935	7,030	7,125	7,220
FS 29.0085 Court Facilities	348930	687,922	773,300	627,000	595,650	605,150	613,700	536,750	632,700
Civil Fee - Circuit Court	349200	154	-	-	-	-	-	-	-
GAL / Circuit-wide Reimbursement Fees	349501	25,628	27,537	38,836	36,894	37,447	38,009	38,579	39,157
	349600	41	-	-	-	-	-	-	-
Interest Income - Investment	361110	211,111	98,065	98,065	98,065	98,065	98,065	98,065	98,065
Pool Interest Allocation	361111	621,387	945,000	999,000	949,050	958,541	968,126	977,807	987,586
Net Incr(decr) In Fmv Of Investment	361300	(143,854)	-	-	-	-	-	-	-
Rents And Royalties	362000	2	4,086	5,000	4,750	4,750	4,750	4,750	4,750
Gain (loss) On Sale Land	364300	5,000	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	185,729	415,150	200,000	190,000	195,700	201,571	207,618	213,846
Refund Of Prior Year Expenses	369300	21,455	-	-	-	-	-	-	-
Lawsuit Settlements	369350	6,496	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	187,302	104,500	223,397	212,227	212,227	212,227	212,227	212,227
Volunteer Certificate Training Fees	369930	1,800	950	1,451	1,378	1,378	1,378	1,378	1,378
Transfer From Fund 106	381106	72,096	97,135	106,340	106,340	108,500	111,755	115,108	118,561
Transfer From Fund 124	381124	42,000	-	-	-	-	-	-	-
Transfer From Fund 126	381126	8,687,767	7,795,529	9,154,601	9,154,601	5,771,366	8,886,630	9,299,803	9,319,301
Transfer From Fund 140	381140	103,122	103,125	116,025	116,025	119,506	123,091	126,784	130,588
Transfer From Fund 145	381145	-	1,965	1,645	1,645	1,694	1,745	1,797	1,851
Transfer From Fund 160	381160	14,500	12,270	-	-	-	-	-	-

Leon County Fiscal Year 2020 Tentative Budget

General Fund (001)

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfer From Fund 162	381162	145,031	121,040	122,940	122,940	103,581	93,247	93,268	86,260
Transfer From Fund 165	381165	113,829	255,695	283,340	283,340	286,173	289,035	291,925	294,844
Transfer From Fund 401	381401	51,918	82,435	85,210	85,210	86,716	88,267	89,865	91,511
Transfer From Fund 505	381505	25,000	-	-	-	-	-	-	-
Pensacola Care Lease	383001	146,616	146,616	146,616	146,616	146,616	146,616	146,616	146,616
Clerk Excess Fees	386100	135,383	-	-	-	-	-	-	-
Property Appraiser	386600	128,637	-	-	-	-	-	-	-
Tax Collector	386700	663,904	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Supervisor Of Elections	386800	332,114	-	-	-	-	-	-	-
Workers Compensation Insurance	396600	(1,785)	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	2,000,000	1,557,500	1,557,500	1,500,000	1,000,000	500,000	500,000
Total Revenues		67,460,971	69,568,924	76,483,751	73,390,946	75,104,238	79,197,000	80,888,385	83,899,105

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
County Commission	100-511	1,701,293	1,726,166	1,774,073	1,767,755	1,805,031	1,844,004	1,884,778	1,927,442
Commission District 1	101-511	7,774	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission District 2	102-511	3,377	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission District 3	103-511	3,529	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission District 4	104-511	4,572	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission District 5	105-511	9,781	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission At-Large (Group 1)	106-511	5,098	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commission At-Large (Group 2)	107-511	10,440	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioners' Account	108-511	22,574	25,075	25,175	25,175	25,185	25,195	25,205	25,215
County Administration	110-512	1,101,889	1,133,103	1,201,209	1,199,472	1,233,554	1,268,817	1,305,309	1,343,079
Volunteer Services	113-513	192,480	207,259	217,158	216,339	222,837	229,609	236,663	244,016
PLACE - Economic Development	114-512	306,574	304,755	77,000	77,000	-	-	-	-
Strategic Initiatives	115-513	720,798	746,007	833,987	831,822	815,546	836,065	857,419	879,639
Community and Media Relations	116-513	621,207	672,832	781,633	779,612	785,001	801,042	817,765	835,206
County Attorney	120-514	2,088,724	2,061,872	2,124,648	2,121,437	2,168,889	2,217,825	2,268,535	2,321,109
Office of Sustainability	127-513	314,316	312,706	323,271	322,550	348,448	334,590	360,987	347,654
Office of Management & Budget	130-513	744,904	800,406	821,019	818,657	839,620	861,436	884,138	907,768
Clerk - Finance Administration	132-586	1,670,645	1,764,742	1,852,423	1,845,539	1,907,996	1,965,236	2,024,193	2,084,919
Procurement	140-513	565,295	503,059	487,778	486,240	501,352	517,060	533,394	550,377
Warehouse	141-513	113,172	114,842	117,973	117,491	121,356	125,385	129,580	133,951
Facilities Management	150-519	7,153,986	7,622,728	7,983,387	7,968,521	8,117,764	8,273,302	8,431,097	8,576,591
Real Estate Management	156-519	269,469	299,410	355,833	355,111	344,841	349,779	354,938	360,327
Human Resources	160-513	1,204,447	1,405,087	1,513,960	1,509,093	1,549,332	1,592,172	1,636,839	1,683,299
Management Information Services	171-513	6,346,059	6,713,267	6,936,256	6,922,449	7,103,234	7,287,685	7,479,136	7,674,253
Article V MIS	171-713	40,521	-	-	-	-	-	-	-
Health Department	190-562	237,345	237,345	237,345	237,345	237,345	237,345	237,345	237,345
Mosquito Control	216-562	629,184	847,506	853,087	851,209	864,217	877,787	891,951	906,737
Lib - Policy, Planning, & Operations	240-571	844,052	891,914	912,338	909,660	927,097	945,307	964,320	984,183
Library Public Services	241-571	4,361,315	4,707,401	4,682,737	4,661,631	4,816,017	4,977,053	5,144,950	5,319,629
Library Collection Services	242-571	1,577,549	1,600,771	1,649,076	1,643,829	1,677,821	1,713,311	1,747,771	1,783,822
Summer Youth Employment	278-551	36,800	40,606	40,666	40,666	40,727	40,727	40,727	40,727
Cooperative Extension	361-537	383,593	433,603	429,723	429,723	442,506	455,672	469,232	471,146
Medical Examiner	370-527	480,998	460,225	540,441	540,441	549,121	557,974	567,004	567,004
Tubercular Care & Child Protection Exams	370-562	53,250	61,000	61,000	61,000	61,000	61,000	61,000	61,000
Baker Act & Marchman Act	370-563	584,976	638,156	638,156	638,156	638,156	638,156	638,156	638,156
Medicaid & Indigent Burials	370-564	2,946,599	3,101,226	3,335,672	3,335,672	3,433,810	3,534,892	3,639,007	3,746,246
CHSP & Emergency Assistance	370-569	1,256,181	1,370,293	1,481,006	1,480,524	1,483,122	1,485,844	1,488,696	1,491,682
Housing Services	371-569	553,403	559,103	582,477	585,596	603,047	621,195	640,076	659,718
Veteran Services	390-553	329,351	358,013	372,659	371,598	377,273	383,217	389,446	395,973
Capital Regional Transportation Planning Agency	402-515	23,093	-	-	-	-	-	-	-
Blueprint 2000	403-515	600,882	636,693	438,309	436,719	451,425	466,726	482,639	499,201
Public Safety Complex Facilities	410-529	1,494,012	1,594,177	1,607,538	1,606,491	1,619,287	1,632,558	1,661,833	1,676,137
Public Safety Complex Technology	411-529	222,187	249,527	269,503	268,924	274,321	279,669	285,230	291,009
Geographic Info. Systems	421-539	1,921,469	2,041,572	2,108,005	2,103,224	2,154,528	2,207,812	2,263,163	2,320,696
MIS Automation - General Fund	470-519	264,295	251,492	-	-	300,682	302,756	304,845	306,951
General Fund - Risk	495-519	536,622	531,640	531,640	531,640	531,640	531,640	531,640	531,640

Leon County Fiscal Year 2020 Tentative Budget

General Fund (001)

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Indirect Costs - General Fund	499-519	(6,195,501)	(6,732,000)	(7,144,000)	(7,144,000)	(7,362,000)	(7,587,000)	(7,821,000)	(8,060,000)
Property Appraiser	512-586	5,091,369	5,088,414	5,078,829	5,059,837	5,180,406	5,284,014	5,389,694	5,497,488
Tax Collector	513-586	4,689,603	4,932,000	5,077,511	5,077,511	5,179,061	5,282,642	5,389,351	5,518,156
Court Administration	540-601	205,945	204,425	207,568	206,609	213,456	220,598	228,049	235,825
Court Information Systems	540-713	13,078	10,705	11,815	11,815	11,933	12,052	12,172	12,294
Guardian Ad Litem	547-685	18,918	19,942	20,710	20,710	20,710	20,710	20,710	20,710
GAL Information Systems	547-713	2,572	2,770	2,715	2,715	2,742	2,770	2,798	2,826
Planning Department	817-515	728,884	973,467	1,145,578	1,145,289	1,016,567	1,038,336	1,060,606	1,064,898
Non-Operating General Fund	820-519	849,812	877,159	1,006,387	1,001,387	952,536	951,539	950,985	951,115
Tax Deed Applications	831-513	(5,359)	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Line Item - Detention/Correction	888-523	247,759	247,759	247,759	247,759	247,759	247,759	247,759	247,759
Line Item - Human Service Agencies	888-569	102,482	100,000	100,000	100,000	100,000	100,000	100,000	100,000
COCA Contract	888-573	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Transfers	950-581	11,576,037	10,133,715	14,538,689	14,518,940	14,991,109	17,734,615	17,968,364	19,553,573
Primary Health Care	971-562	1,693,836	1,831,620	1,828,601	1,828,022	1,831,108	1,834,341	1,837,727	1,841,278
CRA-Payment	972-559	2,782,393	2,277,443	2,726,878	2,733,540	2,863,222	3,092,280	3,339,662	3,606,835
Budgeted Reserves - General Fund	990-599	585,130	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Budgeted Reserves-Homestead Exemption	992-599	-	2,093,426	-	-	-	-	-	-
Total Appropriations		67,097,038	69,568,924	73,529,702	73,390,946	75,104,238	79,197,000	80,888,385	83,899,105
Revenues Less Appropriations		363,933	-	2,954,050	-	-	-	-	-

Notes:

Leon County's budget is balanced without increasing the current 8.3144 millage rate. For FY 2020 due to an improved housing and commercial property market, property values increased by 6.05%, providing an additional \$7.9 million in property tax revenue. The property tax increase allowed for an increase in the General Fund (Fund 001) transfer to the capital projects (Fund 305) by \$2.393 million over FY 2019 to \$5.1 million from the General Fund. The remaining \$2.3 million in general revenue transfer to capital is from the Municipal Services Fund (Fund 140), making the total general revenue transfer to capital \$7.4 million. In addition, the Board appropriated \$1.557 million in fund balance, a decrease of \$442,500 from FY 2019. The use of this fund balance still leaves the general fund reserves within policy limits. Out years from FY 2021 to FY 2024 show level use of fund balance in FY 2021, with a declining use of fund balance in later out years.

The MIS allocation costs for FY 2020 to the general fund are reduced for one year due to the appropriation of accumulated fund balance in Communications Trust (Fund 502).

Additionally, FY 2020, implements the first year of the multi-fiscal year plan by reallocating \$2,093,426 in homestead exemption reserves available due to the failure of Amendment #1 in November 2018. The Multi-year fiscal plan that will cumulatively provide tax and fee avoidances of \$4.6 million dollars beginning in FY 2021.

Leon County Fiscal Year 2020 Tentative Budget**Supervisor of Elections (060)**

Fund Type: General Fund

The Supervisor of Elections Fund is a general fund established as part of the FY 2002 budget process. The Supervisor of Elections has requested their appropriation be established in a separate fund to provide discrete accounting of their budget. The revenue is transferred from the General Fund. At the conclusion of the fiscal year, any funds available in the Supervisor of Elections fund will be returned to the General Fund as excess fees.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Supervisor Of Elections	341550	26,767	-	-	-	-	-	-	-
Pool Interest Allocation	361111	1,972	-	-	-	-	-	-	-
Transfer From Fund 001	381001	4,291,300	4,150,267	5,530,069	5,530,069	4,432,201	4,621,291	4,551,708	5,829,156
Total Revenues		4,320,039	4,150,267	5,530,069	5,530,069	4,432,201	4,621,291	4,551,708	5,829,156
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
MIS Automation-SOE	470-513	15,440	15,381	28,094	28,094	28,375	28,659	28,946	29,235
Supervisor of Elections - Risk	495-513	16,105	16,687	16,687	16,687	16,687	16,687	16,687	16,687
Voter Registration	520-513	2,558,305	2,696,737	2,865,305	2,858,320	2,978,493	3,028,956	3,120,433	3,177,489
Elections	520-586	215,407	-	-	-	-	-	-	-
Elections	521-513	1,386,081	1,421,462	2,627,211	2,626,968	1,408,646	1,546,989	1,385,642	2,605,745
Elections	521-586	116,707	-	-	-	-	-	-	-
Total Appropriations		4,308,045	4,150,267	5,537,297	5,530,069	4,432,201	4,621,291	4,551,708	5,829,156
Revenues Less Appropriations		11,993	-	(7,228)	-	-	-	-	-

Notes:

The Supervisor of Elections budget varies year to year depending on the election cycles. Funding for the Supervisor of Elections increases for Presidential Primary and general elections cycles and decreases in off year election cycles. The upcoming FY 2020 cycle is Presidential Preference Primary election. The FY 2020 Supervisor of Elections budget reflects a total increase of \$1.38 million over FY 2019, which was funded as part of the Multi-year fiscal plan related to the reallocation of the homestead reserves.

Leon County Fiscal Year 2020 Tentative Budget

Transportation Trust (106)

Fund Type: Special Revenue

The Transportation Trust Fund is a special revenue fund established by F.S. 129.02(2). Major revenue sources for the Transportation Trust Fund include proceeds from local and state gas taxes. Leon County imposes a total of twelve cents in gas taxes. The County Ninth-Cent, Local Option and Second Local Option are local county taxes. Of those, the Local Option and Second Local Option revenues are split 50/50 with the City of Tallahassee. The 20% Surplus, 5th & 6th Cent and Gas Tax Pour-Over Trust are State gas tax revenues. The fund is used to account for resources dedicated and expenditures restricted to the maintenance/construction of roads and bridges.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
County Ninth-Cent Voted Fuel Tax	312300	1,459,550	1,452,455	1,573,200	1,494,540	1,524,431	1,554,919	1,586,017	1,617,738
Local Option Gas Tax	312410	3,784,996	3,745,185	4,054,700	3,851,965	3,929,004	4,007,585	4,087,736	4,169,491
2nd Local Option Gas Tax	312420	3,005,517	3,019,290	3,206,500	3,046,175	3,107,165	3,169,295	3,232,660	3,297,260
Federal Payments in Lieu of Taxes	333000	54,013	32,582	36,300	34,485	34,485	34,485	34,485	34,485
20% Surplus Gas Tax	335420	595,897	587,955	642,400	610,280	622,440	634,885	647,615	660,535
5th & 6th Cent Gas Tax	335430	2,383,590	2,352,200	2,568,000	2,439,600	2,488,050	2,537,450	2,588,750	2,640,050
Gas Tax Pour-Over Trust	335440	1,309,474	1,290,100	1,402,205	1,332,095	1,358,425	1,385,594	1,413,306	1,441,572
Other Transportation	335490	207,632	84,170	92,900	88,255	89,138	90,029	90,929	91,838
Service Area App Fees	343651	1,648	2,845	2,360	2,242	2,265	2,288	2,310	2,333
FDOT NPDES Reimbursement	343901	-	36,000	36,000	36,000	36,720	37,454	38,203	38,967
DOT Reimbursement-Landscape	343917	38,174	38,183	34,863	34,863	35,560	36,271	36,996	37,736
Grading Fee Public Works	343920	42,891	27,930	43,800	41,610	42,026	42,446	42,871	43,299
Traffic Signs	344910	311	523	360	342	342	342	342	342
Subdivision Fees	344911	5,330	1,615	3,400	3,230	3,230	3,230	3,230	3,230
R-O-W Placement Fees	344913	62,936	52,250	57,800	54,910	54,910	54,910	54,910	54,910
Signal Maintenance - State Reimb	344914	174,685	208,709	206,514	196,188	202,074	208,136	214,380	220,811
Pool Interest Allocation	361111	48,609	100,890	96,200	91,390	92,304	93,227	94,159	95,101
Interest Income - Other	361120	2,216	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(30,499)	-	-	-	-	-	-	-
Equipment Buyback	364100	-	360,000	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	319	18,050	-	-	-	-	-	-
Transfer From Fund 123	381123	1,409,832	1,554,375	1,557,055	1,557,055	1,599,835	1,644,485	1,691,060	1,754,855
Transfer From Fund 126	381126	2,243,841	3,313,883	1,902,703	1,902,703	6,781,689	4,077,602	3,844,035	3,966,234
Total Revenues		16,800,962	18,279,190	17,517,260	16,817,928	22,004,093	19,614,633	19,703,994	20,170,787
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Support Services	400-541	614,484	635,167	606,729	605,428	620,051	635,237	651,005	667,385
Engineering Services	414-541	3,432,312	3,970,872	3,989,067	3,976,392	4,089,137	4,206,443	4,328,507	4,455,585
Transportation Maintenance	431-541	4,428,711	4,581,710	4,693,172	4,674,502	4,780,480	4,917,472	5,014,937	5,143,953
Right-Of-Way Management	432-541	2,525,205	2,965,534	2,987,435	2,972,786	3,060,503	3,141,494	3,226,396	3,315,452
MIS Automation - Transportation Trust	470-541	19,740	20,155	-	-	21,377	21,525	21,674	21,824
Transportation Trust - Risk	495-541	67,279	71,772	71,772	71,772	71,772	71,772	71,772	71,772
Indirect Costs - Transportation Trust	499-541	1,730,000	1,782,000	1,842,000	1,842,000	1,897,000	1,954,000	2,013,000	2,073,000
Transfers	950-581	5,132,381	4,241,980	2,665,048	2,665,048	7,453,773	4,656,690	4,366,703	4,411,816
Budgeted Reserves - Transport. Trust	990-599	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Appropriations		17,950,113	18,279,190	16,865,223	16,817,928	22,004,093	19,614,633	19,703,994	20,170,787
Revenues Less Appropriations		(1,149,151)	-	652,037	-	-	-	-	-

Notes:

As recommended in the Multi-year fiscal plan approved at the April 23, 2019 Budget Workshop, the gas tax funding traditionally split 50/50 for sidewalk projects and general transportation maintenance, will be reallocated for two years to fix chronic flooding problems on county roads in FY 2020 and FY 2021. The fiscal plan recommends \$1.0 million in FY 2020 and \$3.414 million in FY 2021 for transportation flood relief projects. The existing surplus in the sidewalk construction account and the additional Blueprint funding commencing next year, will support sidewalk construction during this reallocation.

FY 2020 also reflects a decrease in transfers to the Transportation Capital Fund related to the use of \$2.1 million from the FY 2018 fund balance sweep to support capital projects including Raymond Tucker Road/Pheasant Run and Centerville Trace subdivision, and Maylor Road.

Leon County Fiscal Year 2020 Tentative Budget

Fine and Forfeiture (110)

Fund Type: Special Revenue

The Fine and Forfeiture Fund is a special revenue fund established by F.S. 129.02(3) and F.S. 142.01. Major revenue sources for the County Fine and Forfeiture Fund include proceeds from ad valorem taxes and other miscellaneous revenues. The fund is used to account for revenues collected in support of and expenditures dedicated to criminal prosecution, court operations, and operations of the Sheriff's Department.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Ad Valorem - Fine/Fore. Fund	311120	76,009,969	79,060,174	88,490,019	84,065,518	87,627,593	91,834,264	96,256,594	101,041,47
Child Support Enforcement	331240	16,051	25,344	22,600	21,470	21,945	22,325	22,800	23,275
Title IV - Child Support Enforcement	331691	3,434	3,800	4,000	3,800	3,819	3,838	3,857	3,876
Sheriff Fees-Warrants, Fingerprints, Records	341520	279,655	381,996	319,000	303,050	300,010	297,065	294,120	291,175
Sheriff Fee-Public Records	341521	-	49,642	40,000	40,000	40,200	40,401	40,603	40,802
Sheriff Wrecker Services	341525	45,627	69,633	63,500	60,325	61,465	62,700	63,935	65,265
Room And Board - Prisoners	342300	399,274	504,905	503,800	478,610	492,955	507,775	522,975	538,745
Court Fines	351120	33,734	32,420	35,000	33,250	34,580	35,910	37,430	38,855
Crime Prevention (fs 775.083(2))	351150	73,687	74,100	78,000	74,100	76,950	79,800	82,650	86,450
Pool Interest Allocation	361111	237,080	310,000	343,400	326,230	329,492	332,787	336,115	339,476
Net Incr(decr) In Fmv Of Investment	361300	(12,046)	-	-	-	-	-	-	-
Sheriff F.S. 125.315	361330	556	-	180,000	171,000	174,420	174,420	174,420	174,420
Transfer From Fund 001	381001	76,947	-	-	-	-	-	-	-
Sheriff Excess Fees	386400	5,638	-	-	-	-	-	-	-
Total Revenues		77,169,607	80,512,014	90,079,319	85,577,353	89,163,429	93,391,285	97,835,499	102,643,818

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
MIS Automation - State Attorney	470-602	24,180	24,905	30,542	30,542	30,755	30,970	31,187	31,405
MIS Automation - Public Defender	470-603	41,885	42,890	50,573	50,573	50,943	51,314	51,688	52,066
Fine & Forfeiture - Risk	495-689	231,502	232,957	232,957	232,957	232,957	232,957	232,957	232,957
Consolidated Dispatch Agency (CDA)	507-529	2,398,046	2,774,529	2,896,461	2,896,461	3,041,284	3,193,348	3,353,015	3,520,666
Diversions Programs	508-569	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Law Enforcement	510-586	36,555,693	38,642,936	41,468,368	41,333,102	43,270,719	45,486,762	47,854,796	50,385,514
Corrections	511-586	35,663,114	36,833,566	38,530,703	38,408,071	39,980,374	41,782,204	43,708,455	45,767,922
State Attorney	532-602	99,247	118,600	118,600	118,600	118,600	118,600	118,600	118,600
State Attorney	532-713	13,134	14,700	13,520	13,520	13,655	13,792	13,930	14,069
Public Defender	533-603	107,397	118,525	118,525	118,525	118,525	118,525	118,525	118,525
Public Defender	533-713	17,483	17,865	16,455	16,455	16,620	16,786	16,954	17,124
Clerk - Article V Expenses	537-614	425,198	420,627	420,865	420,865	429,282	437,868	437,868	437,868
Legal Aid	555-715	257,500	259,914	259,914	259,914	134,914	134,914	134,914	134,914
Juvenile Detention Payment - State	620-689	1,079,656	900,000	1,115,000	1,567,768	1,614,801	1,663,245	1,652,610	1,702,188
Transfers	950-581	1,919,320	-	-	-	-	-	-	-
Budgeted Reserves - Fine and Forfeiture	990-599	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Appropriations		78,933,356	80,512,014	85,382,483	85,577,353	89,163,429	93,391,285	97,835,499	102,643,818
Revenues Less Appropriations		(1,763,749)	-	4,696,836	-	-	-	-	-

Notes:

The County implemented and maintained the countywide millage rate of 8.3144 for FY 2020. Additional information regarding this levy is located on the General Fund page. The overall increase to the Sheriff's budget is 5.65% or \$4.2 million. Additional increases include personnel costs for a total of 8 new positions: four new Road Patrol Deputy positions; one Property and Evidence Supervisor; one IT Analyst and two Crime Analysts for the Real Time Crime Center. In addition, \$1.5 million in continued funding is provided for scheduled vehicle replacements.

The Sheriff's current budget and prior history no longer include the Consolidated Dispatch Agency (CDA). Due to changes in the interlocal agreement, the CDA was removed from the Sheriff's budget to Leon County Government. For an accurate depiction, the budget history for this agency was realigned to the CDA.

Leon County Fiscal Year 2020 Tentative Budget

Probation Services (111)

Fund Type: Special Revenue

The Probation Services Fund is a special revenue fund established in support of the administration of County Probation programs. Major revenue sources for the Probation Services Fund include fees related to pre-trial costs, other probation related services, and a transfer from the General Fund. The fund is used to account for resources and expenditures related to the alternative Community Service Work Program, the Pre-trial Release Program, urinalysis testing fees and other County Probation programs and services.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Sheriff GPS Program	337281	100,000	100,000	100,000	100,000	-	-	-	-
Code or Lien Cost Recovery Fee	341300	80	-	-	-	-	-	-	-
Sheriff Fees-Warrants, Fingerprints, Records	341520	373	-	-	-	-	-	-	-
County Court Probation Fees	349120	288,947	285,000	251,000	238,450	233,700	228,950	224,200	220,400
Community Service Fees	349122	85,796	92,150	93,000	88,350	89,300	90,250	90,250	91,200
Probation-no Show Fees	349125	15,175	17,100	12,300	11,685	11,400	11,495	11,400	11,305
Pre-trial Fees	349130	63,972	65,170	57,000	54,150	53,105	52,060	51,015	49,970
SCRAM Unit User Fees	349135	33,348	60,610	40,400	38,380	38,760	39,140	39,520	39,995
Alternative Community Service Fees	349140	34,175	37,050	28,900	27,455	26,885	26,315	25,840	25,365
UA Testing Fees	349147	153,050	161,500	143,000	135,850	138,700	141,550	144,400	147,250
Alcohol Testing Fees	349148	58,990	70,680	57,000	54,150	53,580	53,105	52,535	52,060
Pool Interest Allocation	361111	14,397	25,745	20,400	19,380	19,380	19,380	19,380	19,380
Net Incr(decr) In Fmv Of Investment	361300	(10,605)	-	-	-	-	-	-	-
Transfer From Fund 001	381001	1,864,171	2,039,191	2,396,642	2,396,642	2,611,416	2,992,425	3,129,256	3,244,155
Appropriated Fund Balance	399900	-	325,000	300,000	300,000	300,000	25,000	-	-
Total Revenues		2,701,869	3,279,196	3,499,642	3,464,492	3,576,226	3,679,670	3,787,796	3,901,080
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
MIS Automation - Probation Services	470-523	11,915	12,236	-	-	14,963	15,070	15,179	15,288
Probation Services - Risk	495-523	27,310	20,829	20,829	20,829	20,829	20,829	20,829	20,829
Indirect Costs - Probation Services	499-523	638,000	625,000	630,000	630,000	649,000	668,000	688,000	709,000
County Probation	542-523	1,103,892	1,237,417	1,250,254	1,243,195	1,285,375	1,329,468	1,375,584	1,423,829
Pretrial Release	544-523	1,116,307	1,229,551	1,405,341	1,400,119	1,431,829	1,468,056	1,505,796	1,545,412
Drug & Alcohol Testing	599-523	126,120	154,163	170,589	170,349	174,230	178,247	182,408	186,722
Total Appropriations		3,023,544	3,279,196	3,477,013	3,464,492	3,576,226	3,679,670	3,787,796	3,901,080
Revenues Less Appropriations		(321,675)	-	22,629	-	-	-	-	-

Notes:

For FY 2020, the budget includes a \$2.39 million general revenue subsidy to the Probation Services fund. FY 2020 also includes the appropriation of \$300,000 in fund balance. The revenue for the fund also reflects additional resources provided by the Sheriff in the amount of \$100,000 available from the Inmate Trust Fund. This funding will assist in offsetting the cost of the GPS Monitoring Program. Out years continue the use of fund balance until FY 2022 when the fund balance is depleted. After the available fund balance is exhausted in FY 2022, the general revenue subsidy is anticipated to increase to \$3.1 million in FY 2023 due a continuing decline in program revenues.

Leon County Fiscal Year 2020 Tentative Budget

Teen Court (114)

Fund Type: Special Revenue

Effective July 1, 2005, the Board of County Commissioners authorized a \$3 fee be imposed for certain Court proceedings; the revenue will be used to support the Teen Court program.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Mediation Fees	349310	21	-	-	-	-	-	-	-
Teen Court Fees	351500	68,788	80,465	84,999	80,749	83,508	86,049	90,176	92,639
Total Revenues		68,809	80,465	84,999	80,749	83,508	86,049	90,176	92,639
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Teen Court - Risk	495-662	1,590	1,650	1,650	1,650	1,650	1,650	1,650	1,650
Indirect Costs - Teen Court	499-662	9,000	8,000	8,000	8,000	8,000	8,000	9,000	9,000
Court Administration - Teen Court	586-662	102,921	70,815	71,435	71,099	73,858	76,399	79,526	81,989
Total Appropriations		113,511	80,465	81,085	80,749	83,508	86,049	90,176	92,639
Revenues Less Appropriations		(44,702)	-	3,914	-	-	-	-	-

Notes:

The decrease in expenditures coincides with a decrease in the \$3.00 fee revenue collected from traffic citations. Out-year revenue projections show an anticipated increase in revenue to meet program expenditures. However, if revenues fail to meet projections, then the program will require additional costs reductions or shifting of costs to other sources of court funding.

Leon County Fiscal Year 2020 Tentative Budget

Drug Abuse Trust (116)

Fund Type: Special Revenue

The Drug Abuse Trust Fund is a special revenue fund established as the repository for the collection of court costs from felony fines. Funding is used to support drug intervention programs.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
County Alcohol Tf (fs 938.13)	348125	7,879	7,700	8,100	8,100	8,200	8,400	8,600	8,700
Felony Drug Intervention	348241	79,079	87,495	85,000	80,750	84,835	89,015	93,480	98,135
Pool Interest Allocation	361111	91	-	200	190	192	194	196	198
Total Revenues		87,049	95,195	93,300	89,040	93,227	97,609	102,276	107,033
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Drug Abuse	800-562	82,505	87,068	80,750	80,750	84,835	89,015	93,480	98,135
Budgeted Reserves - Drug Court	990-599	-	8,127	8,290	8,290	8,392	8,594	8,796	8,898
Total Appropriations		82,505	95,195	89,040	89,040	93,227	97,609	102,276	107,033
Revenues Less Appropriations		4,543	-	4,260	-	-	-	-	-

Notes:

The FY 2020 Drug Court revenues are estimated to decrease from FY 2019 Adopted budget. The out years reflect a nominal increase in projected revenues for the program.

Leon County Fiscal Year 2020 Tentative Budget

Judicial Programs (117)

Fund Type: Special Revenue

On June 8th, 2004, the Board of County Commissioners authorized the imposition of a \$65.00 criminal violation court costs. In accordance with Florida Statutes and the enabling County Ordinance, the proceeds from the \$65.00 fine are to be used as follows: 25% to supplement State funding requirements related to the implementation of a Statewide court system or to pay for local requirements; 25% to be used to fund legal aid programs; 25% to be used to fund law library personnel and materials; and 25% to be used to fund alternative juvenile programs. At the end of the fiscal year, any fund balance remaining shall be utilized in subsequent fiscal years for the funding of either the State or local requirements.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Court Innovations Local Requirement	348921	52,807	53,105	54,200	51,490	51,775	52,060	52,440	52,725
Legal Aid Local Ordinance	348922	52,807	53,105	54,200	51,490	51,775	52,060	52,440	52,725
Law Library Local Ordinance	348923	52,807	53,105	54,200	51,490	51,775	52,060	52,440	52,725
Juvenile Alternative Local Ordinance	348924	52,807	53,105	54,200	51,490	51,775	52,060	52,440	52,725
Pool Interest Allocation	361111	5,491	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	109,065	151,174	151,174	136,607	144,173	-	-
Total Revenues		216,720	321,485	367,974	357,134	343,707	352,413	209,760	210,900
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Judicial Programs - Risk	495-569	1,182	1,242	1,242	1,242	1,242	1,242	1,242	1,242
Indirect Costs - Judicial Programs	499-601	3,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Alternative Juvenile Programs	509-569	55,513	60,305	64,592	64,352	66,501	68,739	67,763	70,186
Law Library	546-714	-	53,105	54,698	51,490	51,775	52,060	52,440	52,725
Judicial Programs/Article V	548-662	40,582	152,729	181,855	187,560	171,414	177,312	177,698	184,102
Legal Aid - Court	555-715	44,000	53,105	54,698	51,490	51,775	52,060	52,440	52,725
Total Appropriations		144,277	321,486	358,085	357,134	343,707	352,413	352,583	361,980
Revenues Less Appropriations		72,442	(1)	9,889	-	-	-	(142,823)	(151,080)

Notes:

Increased expenditures allocated to court required programs are necessitating the use of accumulated fund balance to support these programs. The current use of fund balance is within policy limits. However, the out years show a depleted fund balance beginning in FY 2023. A reduction in programs will need to be implemented if revenues do not increase to support these discrete programs.

Leon County Fiscal Year 2020 Tentative Budget

Building Inspection (120)

Fund Type: Special Revenue

The Building Inspection Fund is a special revenue fund established to account for fees collected on building permits issued within the unincorporated area of Leon County. The fees are used to fund the operation of the Building Plans Review and Inspection Division.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Building Permits	322000	1,765,710	1,842,050	2,032,000	1,930,400	2,065,528	2,210,115	2,364,824	2,530,361
Manufactured Homes	322005	38,124	40,185	49,100	46,645	51,300	56,430	62,130	68,305
Building/Environmental Inspections	329114	-	54,340	-	-	-	-	-	-
Contractor's Licenses	329140	9,463	8,360	3,300	3,135	3,230	3,230	3,230	3,325
Electronic Document Recording Fee	329290	8,235	-	9,000	8,550	8,645	8,740	8,835	8,930
State Surcharge Retention	335291	5,563	-	7,000	6,650	6,916	7,192	7,480	7,780
Pool Interest Allocation	361111	32,942	56,430	42,400	40,280	40,683	41,089	41,501	41,916
Net Incr(decr) In Fmv Of Investment	361300	(26,565)	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	18	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	282,007	718,181	718,181	403,375	328,743	246,184	156,226
Total Revenues		1,833,490	2,283,372	2,860,981	2,753,841	2,579,677	2,655,539	2,734,184	2,816,843
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Building Plans Review and Inspection	220-524	1,902,799	1,889,750	1,978,905	1,969,134	2,029,258	2,092,096	2,157,717	2,226,352
MIS Automation - Building Inspection	470-524	2,770	2,858	943	943	3,655	3,679	3,703	3,727
Building Inspection	495-524	8,170	9,764	9,764	9,764	9,764	9,764	9,764	9,764
Indirect Costs - Building Inspections	499-524	305,000	381,000	424,000	424,000	437,000	450,000	463,000	477,000
Transfers	950-581	85,736	-	350,000	350,000	100,000	100,000	100,000	100,000
Total Appropriations		2,304,475	2,283,372	2,763,612	2,753,841	2,579,677	2,655,539	2,734,184	2,816,843
Revenues Less Appropriations		(470,985)	-	97,369	-	-	-	-	-

Notes:

Revenues reflect an increase in FY 2020 based on anticipated growth in the building sector for commercial and housing construction permitting. Permitting revenues have started to stabilize from the significant growth in the construction industry the last three years and have reached pre-recession levels. Fund balance is budgeted to support program expenditures including \$350,000 for additional software upgrades and modifications to further expedite the processing of permits for customers. Fund balance is programmed to decline in the out years as growth is anticipated to increase permitting revenue.

Leon County Fiscal Year 2020 Tentative Budget

Development Support & Environ. Mgmt. Fund (121)

The Development Support and Environmental Management Fund is a special revenue fund established to account for the activities related to Development Support and Environmental Management in accordance with the City of Tallahassee/Leon County Comprehensive Plan. The fund is supported by both permitting fees and general revenue. The functions supported by this Fund include Development Services, Environmental Services, Code Compliance Services, Support Services, and Customer Engagement Services.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Licenses And Permits	322100	-	1,439,250	1,692,000	1,607,400	1,655,850	1,705,250	1,756,550	1,809,750
Stormwater - Standard Form	329100	322,549	-	-	-	-	-	-	-
Stormwater - Short Form B-High	329110	49,359	-	-	-	-	-	-	-
Stormwater - Short Form B-Low	329111	46,277	-	-	-	-	-	-	-
Stormwater - Short Form A	329112	211,532	-	-	-	-	-	-	-
New Address Assignments	329113	48,672	-	-	-	-	-	-	-
Building/Environmental Inspections	329114	120	-	-	-	-	-	-	-
Tree Permits	329120	5,923	-	-	-	-	-	-	-
Vegetative Management Plans	329121	720	-	-	-	-	-	-	-
Landscape Permit Fees	329130	25,672	-	-	-	-	-	-	-
Amend/Resubmittal/Extensions	329150	11,539	-	-	-	-	-	-	-
General Utility Permit	329160	28,032	-	-	-	-	-	-	-
Operating Permit	329170	67,902	-	-	-	-	-	-	-
Communications Tower Bonds	329171	11,706	-	-	-	-	-	-	-
Subdivision Exemptions	329200	33,144	-	-	-	-	-	-	-
Certificate Of Concurrence	329210	15,252	-	-	-	-	-	-	-
Project Status	329240	89,025	-	-	-	-	-	-	-
PUV - Permitted Use Verification	329250	28,455	-	-	-	-	-	-	-
Site Plan Review	329260	155,077	-	-	-	-	-	-	-
Other Development Review Fees	329270	54,374	-	-	-	-	-	-	-
Electronic Document Recording Fee	329290	1,410	-	-	-	-	-	-	-
Code or Lien Cost Recovery Fee	341300	24,210	19,760	23,900	22,705	23,845	24,985	26,315	27,550
Driveway Permit Fees	343930	36,629	38,855	41,100	39,045	40,945	43,035	45,125	47,405
Environmental Analysis	343941	120,069	-	-	-	-	-	-	-
Boaa Variance Requests	343950	900	-	-	-	-	-	-	-
Reinspection Fees	349100	9,181	-	-	-	-	-	-	-
Code Enforcement Board Fines	354100	16,795	13,870	19,600	18,620	18,810	19,000	19,190	19,380
Pool Interest Allocation	361111	5,610	9,975	14,900	14,155	14,297	14,439	14,583	14,730
Other Miscellaneous Revenue	369900	8,213	-	-	-	-	-	-	-
Abandon Property Registration Fee	369905	27,750	28,690	22,300	21,185	24,320	28,025	32,205	37,050
Transfer From Fund 126	381126	2,375,000	2,554,379	2,511,881	2,511,881	2,607,074	2,687,502	2,770,079	2,856,135
Total Revenues		3,831,096	4,104,779	4,325,681	4,234,991	4,385,141	4,522,236	4,664,047	4,812,000
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Environmental Services	420-537	1,475,424	1,569,082	1,632,610	1,626,593	1,677,668	1,730,838	1,786,182	1,843,837
Development Services	422-537	686,254	840,265	870,510	866,527	894,997	924,687	955,665	987,997
Code Compliance Services	423-537	415,844	501,602	535,160	533,632	548,579	564,115	580,262	597,055
DS Support Services	424-537	247,962	354,454	377,686	376,579	387,869	399,605	411,805	424,483
Customer Engagement Services	426-537	141,822	204,700	213,098	212,075	219,596	227,421	235,425	243,781
MIS Automation - Growth Management	470-537	14,785	15,091	-	-	18,847	18,985	19,123	19,262
Growth Management - Risk	495-537	16,244	17,585	17,585	17,585	17,585	17,585	17,585	17,585
Indirect Costs - Growth Management	499-537	601,501	602,000	602,000	602,000	620,000	639,000	658,000	678,000
Total Appropriations		3,599,835	4,104,779	4,248,649	4,234,991	4,385,141	4,522,236	4,664,047	4,812,000
Revenues Less Appropriations		231,261	-	77,032	-	-	-	-	-

Notes:

In FY 2020, due to an increase in permitting activity, permit fee revenue is estimated to increase moderately over FY 2019. Due to this increase in fee revenue, the transfer from general revenue will decrease slightly in FY 2020. Fund balance is not used to support the fund. The out-years reflect an increase in general fund support to meet service demands and is anticipated to increase up to \$2.8 million in FY 2024.

Leon County Fiscal Year 2020 Tentative Budget

Stormwater Utility (123)

Fund Type: Special Revenue

The Stormwater Utility Fund is a special revenue fund established in support of the administration of the unincorporated areas Stormwater Maintenance, Engineering, Facility Improvements, and Water Quality Monitoring programs. Major revenue sources for the Stormwater Utility Fund include: the non ad valorem assessment for stormwater utility and non-restricted revenues (i.e. local half-cent sales, State revenue sharing, etc.).

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Delinquent Taxes	311200	-	35,150	39,000	37,050	37,050	37,050	37,050	37,050
Non Ad-valorem Assessment	319100	3,357,445	3,374,728	3,630,636	3,449,104	3,483,595	3,518,430	3,553,615	3,589,150
Delinquent Taxes 2008	319208	72	-	-	-	-	-	-	-
Delinquent Assesment-2009	319209	65	-	-	-	-	-	-	-
Delinquent Assessments-2010	319210	60	-	-	-	-	-	-	-
Delinquent Assessments-2011	319211	86	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	163	-	-	-	-	-	-	-
Delinquent Assessments 2013	319213	1,561	-	-	-	-	-	-	-
Delinquent Assessments-2014	319214	3,240	-	-	-	-	-	-	-
Delinquent Assessments-2015	319215	6,639	-	-	-	-	-	-	-
Delinquent Assessments-2016	319216	8,589	-	-	-	-	-	-	-
Pool Interest Allocation	361111	32,668	63,365	53,500	50,825	51,333	51,846	52,365	52,888
Net Incr(decr) In Fmv Of Investment	361300	4,222	-	-	-	-	-	-	-
Transfer From Fund 106	381106	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Transfer From Fund 126	381126	976,846	1,155,627	1,097,323	1,097,323	1,190,542	1,332,019	1,422,813	1,549,232
Total Revenues		5,191,657	5,428,870	5,620,459	5,434,302	5,562,520	5,739,345	5,865,843	6,028,320
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Stormwater Maintenance	433-538	2,859,227	3,374,244	3,389,448	3,373,311	3,445,030	3,563,478	3,628,666	3,712,607
MIS Automation - Stormwater	470-538	75	100	86	86	87	88	89	90
Stormwater Utility - Risk	495-538	15,656	-	-	-	-	-	-	-
Indirect Costs - Stormwater Utility	499-538	390,000	428,000	432,000	432,000	445,000	458,000	472,000	486,000
Tax Collector	513-586	67,617	65,920	71,850	71,850	72,568	73,294	74,028	74,768
Transfers	950-581	2,559,832	1,554,375	1,557,055	1,557,055	1,599,835	1,644,485	1,691,060	1,754,855
Budgeted Reserves - Stormwater Utility	990-599	-	6,231	-	-	-	-	-	-
Total Appropriations		5,892,408	5,428,870	5,450,439	5,434,302	5,562,520	5,739,345	5,865,843	6,028,320
Revenues Less Appropriations		(700,751)	-	170,020	-	-	-	-	-

Notes:

In FY 2014, the County implemented the first increase in 23 years for the stormwater non ad valorem assessment from \$20 to \$85. This allowed for the general revenue subsidy to be decreased by \$2.5 million dollars. The current general revenue subsidy covers the cost of the modest fee discount for low income seniors, disabled veterans and properties that receive a stormwater credit discount, as specified in the related ordinance. The transfer of \$800,000 from the Transportation Trust fund covers the costs of stormwater maintenance activity related to roadways. For FY 2020, the decrease in general revenue support is primarily due an increase in anticipated assessment revenue and level program expenditures.

Leon County Fiscal Year 2020 Tentative Budget

SHIP Trust (124)

Fund Type: Special Revenue

The State Housing Initiatives Partnership (SHIP) Trust Fund is a special revenue fund established in accordance with F.S. 420.9075(5) to account for the distribution of State funds to local housing programs. Expenditures are limited to the administration and implementation of local housing programs.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
SHIP - Doc Stamp Revenue	345100	907,695	167,323	175,000	175,000	-	-	-	-
SHIP Recaptured Revenue	345150	165,462	-	-	-	-	-	-	-
Pool Interest Allocation	361111	24,157	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(13,142)	-	-	-	-	-	-	-
Total Revenues		1,084,172	167,323	175,000	175,000	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
SHIP 2014-2017	932047-554	10,762	-	-	-	-	-	-	-
SHIP 2015-2018	932048-554	486,730	-	-	-	-	-	-	-
SHIP 2016-2019	932049-554	161,750	-	-	-	-	-	-	-
SHIP Disaster Fund	932050-554	287,821	-	-	-	-	-	-	-
SHIP Housing Counseling Fund	932051-554	7,000	-	-	-	-	-	-	-
SHIP 2017-2020	932052-554	143,250	-	-	-	-	-	-	-
SHIP 2018-2021	932053-554	-	167,323	-	-	-	-	-	-
SHIP 2019-2022	932054-554	-	-	175,000	175,000	-	-	-	-
Transfers	950-581	42,000	-	-	-	-	-	-	-
Total Appropriations		1,139,313	167,323	175,000	175,000	-	-	-	-
Revenues Less Appropriations		(55,142)	-	-	-	-	-	-	-

Notes:

The State appropriated funding for SHIP during the FY 2019 legislative session. The amount of SHIP funding allocated for Leon County is \$175,000, a slight increase over previous year funding.

Leon County Fiscal Year 2020 Tentative Budget

Grants (125)

Fund Type: Special Revenue

The Grants Fund is a special revenue fund established to account for grants that are consistently received on an annual basis. The fund also accounts for other restricted revenues such as Friends of the Library and the Driver Education funding. As new grants are received during the fiscal year, appropriate action is taken by the Board of County Commissioners to realize these additional grant proceeds into the budget. This fund includes the corresponding County matching funds for the various grants.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
EMPG Base Grant-Federal	331271	86,126	-	89,029	89,029	89,029	89,029	89,029	89,029
Law Enforcement Block Grant	331280	-	40,000	40,000	40,000	40,000	40,000	40,000	40,000
CDBG Housing Rehabilitation	331520	468,268	-	-	-	-	-	-	-
DCF Drug Court	334240	37,161	-	-	-	-	-	-	-
EMPA Base Grant-State	334271	119,837	-	105,806	105,806	105,806	105,806	105,806	105,806
EM-SHSGP Federal Grant	334272	81,788	-	-	-	-	-	-	-
NWFWMB Springs Restoration Grant	334353	21,427	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer Grant	334356	60,271	-	-	-	-	-	-	-
Woodside Heights DEP	334358	2,868,731	-	-	-	-	-	-	-
Dep Storage Tank Program	334392	105,327	189,000	120,508	120,508	121,713	122,930	124,159	125,401
Mosquito Control	334610	26,071	32,468	32,468	32,468	32,468	32,468	32,468	32,468
Boating Improvement	334792	9,055	-	-	-	-	-	-	-
Veteran's Court Funds	334891	99,799	125,000	-	-	-	-	-	-
BP 2000 Magnolia Dr Multiuse Trail	337406	98,200	-	-	-	-	-	-	-
TCC-Leon Works Expo	337501	45,570	-	-	-	-	-	-	-
HFA Emergency Repairs	337502	28,084	-	50,000	50,000	50,000	50,000	50,000	50,000
BP 2000 St. Marks Greenway	337702	348,699	-	-	-	-	-	-	-
Friends Of The Library	337714	7,357	15,000	15,000	15,000	15,000	15,000	15,000	15,000
LCRDA Innovation Park Trail	337730	27,125	-	-	-	-	-	-	-
Slosberg \$3 Driver Education	348531	76,927	82,080	89,300	84,835	86,532	88,263	90,028	91,828
Slosberg Driver Ed-cfwd	348532	12,759	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	7,477	-	-	-	-	-	-	-
Contributions And Donations	366000	1,982	-	-	-	-	-	-	-
Community Foundation of N Florida	366310	150	-	-	-	-	-	-	-
Tour-Knight Foundation	366311	15,000	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	5	-	-	-	-	-	-	-
Library E-Rate Program	369910	16,125	-	-	-	-	-	-	-
Transfer From Fund 001	381001	875	-	-	-	-	-	-	-
Transfer From Fund 126	381126	-	-	90,131	90,131	316,006	328,631	341,793	355,525
Appropriated Fund Balance	399900	-	197,184	213,767	213,767	-	-	-	-
Total Revenues		4,670,195	680,732	846,009	841,544	856,554	872,127	888,283	905,057

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Innovation Park Trail	042006-572	27,125	-	-	-	-	-	-	-
St. Marks Headwaters Greenways	047001-572	348,699	-	-	-	-	-	-	-
Magnolia Drive Multi-Use Trail	055010-541	98,200	-	-	-	-	-	-	-
NWFWMD Grant-Woodside Heights	061002-535	21,427	-	-	-	-	-	-	-
Woodside Heights FDEP Grant	061003-535	2,868,731	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer	062007-535	60,271	-	-	-	-	-	-	-
Mosquito Control Grant	214-562	4,578	32,468	32,468	32,468	32,468	32,468	32,468	32,468
Grants - Risk	495-595	1,702	1,787	1,787	1,787	1,787	1,787	1,787	1,787
Emergency Management	864-525	45,650	121,155	121,221	121,221	121,250	121,279	121,308	121,338
DEP Storage Tank	866-524	158,423	170,487	181,480	181,240	186,413	191,764	197,296	203,020
Library E-Rate Program	912013-571	16,125	-	-	-	-	-	-	-
Patron Donations- Library	913023-571	1,387	-	-	-	-	-	-	-
Capeloute Donation	913024-571	595	-	-	-	-	-	-	-
Friends Literacy Contract 2005	913045-571	7,357	15,000	15,000	15,000	15,000	15,000	15,000	15,000
FHC Great American Read Grant	913093-571	875	-	-	-	-	-	-	-
Slosberg Drivers Education Grant	915013-529	84,835	84,835	84,835	84,835	86,532	88,262	90,027	91,828
Community Foundation of N Florida	915058-519	150	-	-	-	-	-	-	-
Leon Works/Junior Apprentice	915068-551	45,570	-	-	-	-	-	-	-
Boating Improvement	921043-572	9,055	-	-	-	-	-	-	-
BP Horizon Oil Spill	925017-559	61,775	-	-	-	-	-	-	-
HFA Emergency Repairs Program	932019-554	25,084	-	50,000	50,000	50,000	50,000	50,000	50,000

Leon County Fiscal Year 2020 Tentative Budget

Grants (125)

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
CDBG 2013	932077-552	279,232	-	-	-	-	-	-	-
CDBG 2013	932077-553	189,036	-	-	-	-	-	-	-
DCF Drug Court Grant	943085-622	37,161	-	-	-	-	-	-	-
Veteran's Court	944010-601	99,799	125,000	-	-	-	-	-	-
Transfers	950-581	500,000	-	-	-	-	-	-	-
Emergency Mgmt.-(EMPG) Base Grant-Federal	952001-525	75,946	-	-	-	-	-	-	-
Emergency Mgmt.-(EMPA) Base Grant-State	952002-525	105,741	-	-	-	-	-	-	-
EM-SHSGP Federal Grant	952003-525	25,250	-	-	-	-	-	-	-
EM-SHSGP Federal Grant	952004-525	56,538	-	-	-	-	-	-	-
EM-EMPG Federal Grant	952005-525	10,179	-	-	-	-	-	-	-
EMPA-Base Grant-State	952006-525	14,096	-	-	-	-	-	-	-
EMPA-Base Grant-State	952008-525	-	-	130,898	130,319	134,902	139,677	144,650	149,836
EMPG Federal Grant	952009-525	-	-	95,253	94,674	98,202	101,890	105,747	109,780
BBHCC Equipment Grant	961058-526	15,000	-	-	-	-	-	-	-
FDLE JAG Pre-Trial FY17-18	982062-521	-	40,000	-	-	-	-	-	-
FDLE JAG Pre-Trial FY 18-19	982063-521	-	-	40,000	40,000	40,000	40,000	40,000	40,000
Grant Match Funds	991-595	-	90,000	90,000	90,000	90,000	90,000	90,000	90,000
Total Appropriations		5,295,592	680,732	842,942	841,544	856,554	872,127	888,283	905,057
Revenues Less Appropriations		(625,397)	-	3,067	-	-	-	-	-

Note:

For FY 2020, the remaining fund balance in the grant fund and the general revenue transfer of \$90,131 was used to balance the fund's expenditures. As grant program expenditures continue to exceed the grant allocations, particularly in the Emergency Management and Storage Tank Programs, an offsetting increase in the general revenue transfer will be required to maintain levels of service in these areas.

Leon County Fiscal Year 2020 Tentative Budget**Non-Countywide General Revenue (126)**

Fund Type: Special Revenue

The Non-County wide General Revenue Fund is a special revenue fund originally established as part of the FY 2002 budget process. Prior to FY 2002, the 1/2 Cent Sales Tax, State Revenue Sharing, and other unrestricted resources were directly budgeted into the specific funds they supported. Beginning in FY 2002, the revenues were brought into this fund and budgetary transfers were established to the funds supported by these revenues. This approach allows for the entire revenue to be shown in one place and all funds being supported to be similarly reflected. These revenues are not deposited directly into the General Fund in order to discretely show support for activities not eligible for Countywide property tax revenue.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Local Communication Svcs Tax	315000	3,076,592	3,268,000	2,954,000	2,806,300	2,609,650	2,322,750	1,974,100	1,598,850
State Revenue Sharing	335120	5,787,966	5,649,650	6,251,000	5,938,450	6,159,800	6,389,700	6,628,150	6,875,150
Insurance Agents County	335130	19,444	65,455	56,007	53,207	53,707	54,211	54,721	55,234
Mobile Home Licenses	335140	23,792	21,698	27,500	26,125	25,669	25,223	24,785	24,355
Alcoholic Beverage Licenses	335150	136,308	98,610	121,300	115,235	118,560	121,885	125,400	129,010
Racing Tax F.S. 212.20(6)	335160	223,250	212,088	223,251	212,088	212,088	212,088	212,088	212,088
Local 1/2 Cent Sales Tax	335180	12,855,444	12,749,086	13,932,000	13,235,400	13,680,376	14,155,366	14,646,979	15,155,800
Net Incr(decr) In Fmv Of Investment	361300	6,028	-	-	-	-	-	-	-
Total Revenues		22,128,824	22,064,587	23,565,058	22,386,805	22,859,850	23,281,223	23,666,223	24,050,487
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfers	950-581	24,878,925	22,064,587	22,386,805	22,386,805	22,859,850	23,281,223	23,666,223	24,050,487
Total Appropriations		24,878,925	22,064,587	22,386,805	22,386,805	22,859,850	23,281,223	23,666,223	24,050,487
Revenues Less Appropriations		(2,750,101)	-	1,178,253	-	-	-	-	-

Note:

Increases in 1/2 Cent Sales Tax and State Shared revenue reflect an improving economy and consumer spending. Total projections for these funds are slightly above the FY 2006 pre-recession collections. However, the decrease in the Communication Services Tax estimate reflects the continued statewide trend in the decline of this revenue, as a result of a reduction in landline communications plans.

Additionally, in FY 2020, the Leon County implemented a Multi-year fiscal plan that will cumulatively provide tax and fee avoidances of \$4.6 million dollars beginning in FY 2021. FY 2020, the plan included additional funding to Solid Waste for increased costs in the recycling contract, and the elimination of the rural waste service center fees.

Leon County Fiscal Year 2020 Tentative Budget

Grants - Interest Bearing (127)

Fund Type: Special Revenue

This fund was established independently of the reimbursement grant fund (Fund 125) in order post interest to grants as may be required by the grant contract and/or special endowment.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
DOH-Emergency Medical Services	334201	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000
DOH-State EMS Matching Grant	334202	43,071	-	-	-	-	-	-	-
Tree Bank Donations	337410	8,093	-	-	-	-	-	-	-
Friends Endowment	337716	10,612	-	-	-	-	-	-	-
Van Brunt Library Trust	337725	8,602	-	-	-	-	-	-	-
Parks And Recreation	347200	44,948	-	-	-	-	-	-	-
Pool Interest Allocation	361111	13,055	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(12,078)	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	-	-	-	-	-	-	-	-
Total Revenues		116,302	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Friends Endowment 2005	913115-571	12,162	-	-	-	-	-	-	-
Van Brunt Library Trust	913200-571	10,000	-	-	-	-	-	-	-
Tree Bank	921053-541	8,433	-	-	-	-	-	-	-
Miccosukee Community Center	921116-572	1,760	-	-	-	-	-	-	-
Woodville Community Center	921136-572	2,000	-	-	-	-	-	-	-
Ft. Braden Community Center	921146-572	9,842	-	-	-	-	-	-	-
Bradfordville Community Center	921156-572	20,717	-	-	-	-	-	-	-
Lake Jackson Community Center	921166-572	12,032	-	-	-	-	-	-	-
EMS/DOH - EMS Equipment	961045-526	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000
EMS/DOH-Matching Grant M5055	961056-526	43,155	-	-	-	-	-	-	-
Total Appropriations		120,100	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Revenues Less Appropriations		(3,798)	-	-	-	-	-	-	-

Leon County Fiscal Year 2020 Tentative Budget

9-1-1 Emergency Communications (130)

Fund Type: Special Revenue

The 9-1-1 Emergency Communications Fund is a special revenue fund established in accordance with the Florida Emergency Telephone Act F.S.365.171. Major revenue sources of the 9-1-1 Emergency Communications Fund include proceeds from the wireless Enhanced 9-1-1 fee (50 cents/month per service subscriber) pursuant to F.S. 365.172 - 365.173 and the 9-1-1 fee (50 cents/month per service line) pursuant to F.S. 365.171(13). The fund is used to account for resources and expenditures associated with 9-1-1 emergency services within Leon County.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
State Revenue Sharing Enhanced 911 Fee	335220	357,791	504,450	442,000	419,900	432,250	445,550	458,850	472,150
State Revenue Sharing Enhanced 911 DMS	335221	853,303	773,300	890,000	845,500	871,150	896,800	924,350	951,900
Pool Interest Allocation	361111	3,660	3,040	-	-	-	-	-	-
Total Revenues		1,214,754	1,280,790	1,332,000	1,265,400	1,303,400	1,342,350	1,383,200	1,424,050
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Enhanced E-911-Administration	180-525	981,875	1,223,830	1,195,171	1,195,171	1,231,022	1,268,821	1,307,519	1,347,216
MIS Automation	470-525	-	14,725	17,994	17,994	18,143	18,294	18,446	18,599
Insurance for E-911	495-525	-	2,235	2,235	2,235	2,235	2,235	2,235	2,235
Indirect Costs - Emergency 911	499-525	5,000	40,000	50,000	50,000	52,000	53,000	55,000	56,000
Transfers	950-581	200,000	-	-	-	-	-	-	-
Total Appropriations		1,186,875	1,280,790	1,265,400	1,265,400	1,303,400	1,342,350	1,383,200	1,424,050
Revenues Less Appropriations		27,878	-	66,600	-	-	-	-	-

Note:

There is a slight decrease in revenue for this fund. Overall, the fees collected from the landlines are decreasing while the wireless phone devices are increasing.

Leon County Fiscal Year 2020 Tentative Budget

Radio Communication Systems (131)

In accordance with F.S. 318.21(10) \$12.50 from each moving traffic violation shall be distributed and paid monthly via the Clerk of Court's fine distribution system. The fund is used to account for resources and expenditures associated with Leon County's participation in an intergovernmental radio communications programs that have been previously approved by the State of Florida, Department of Management Services. This program for Leon County is the 800 MHZ radio system.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Radio Communications Program	351600	207,902	272,650	170,300	161,785	156,940	152,190	147,630	143,260
Pool Interest Allocation	361111	1,953	3,610	-	-	-	-	-	-
Transfer From Fund 001	381001	1,435,801	1,237,633	1,485,035	1,485,035	1,535,010	1,586,243	1,501,172	1,554,856
Total Revenues		1,645,656	1,513,893	1,655,335	1,646,820	1,691,950	1,738,433	1,648,802	1,698,116
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Indirect Costs - Radio Communications	499-519	4,000	4,000	5,000	5,000	5,000	5,000	5,000	6,000
800 Mhz System Maintenance	529-519	1,650,860	1,509,893	1,641,820	1,641,820	1,686,950	1,733,433	1,643,802	1,692,116
Total Appropriations		1,654,860	1,513,893	1,646,820	1,646,820	1,691,950	1,738,433	1,648,802	1,698,116
Revenues Less Appropriations		(9,203)	-	8,515	-	-	-	-	-

Note:

Decreases in revenue and increase in expenditures have caused the general revenue transfer to increase by \$247,402 to cover the County's share of the 800 Mhz system.

Leon County Fiscal Year 2020 Tentative Budget

Municipal Services (140)

Fund Type: Special Revenue

The Municipal Services Fund is a special revenue fund established in support of various municipal services provided in the unincorporated area of Leon County. These services include: parks and recreation, and animal control. The major revenue sources for the Municipal Services Fund are transfers from the Non-Restricted Revenue Fund (i.e. State revenue sharing, the local cent sales tax, etc.) and the Public Services Tax.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Public Service Tax - Electric	314100	6,992,525	7,566,055	7,797,000	7,407,150	7,629,365	7,858,245	8,093,992	8,336,812
Public Service Tax - Water	314300	925,689	1,014,569	1,132,041	1,075,439	1,107,702	1,083,886	1,175,160	1,210,416
Public Service Tax - Gas	314400	576,259	522,500	736,568	699,740	727,729	756,838	787,112	818,597
Public Service Tax - Fuel Oil	314700	4,691	2,850	3,800	3,610	3,610	3,610	3,610	3,610
Public Service Tax - 2% Discount	314999	(25,546)	(28,500)	(30,000)	(28,500)	(28,500)	(28,500)	(28,500)	(28,500)
DOT-Reimbursement Route 27	343913	5,690	5,689	5,741	5,741	5,856	5,973	6,092	6,214
Parks And Recreation	347200	5,697	7,030	7,400	7,030	7,030	7,125	7,220	7,220
Coe's Landing Park	347201	63,670	70,965	94,700	89,965	92,720	95,475	98,325	101,270
Probation-no Show Fees	349125	35	-	-	-	-	-	-	-
Animal Control Education	351310	297	-	-	-	-	-	-	-
Pool Interest Allocation	361111	1,935	42,085	11,300	10,735	10,842	10,951	11,060	11,170
Contributions And Donations	366000	2,559	4,750	5,263	5,000	5,000	5,000	5,000	5,000
Transfer From Fund 352	381352	-	-	375,000	375,000	500,000	500,000	500,000	500,000
Total Revenues		8,553,500	9,207,993	10,138,814	9,650,910	10,061,354	10,298,603	10,659,071	10,971,809
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Animal Control	201-562	1,374,202	1,478,951	1,602,208	1,600,104	1,640,664	1,682,741	1,726,288	1,771,361
Parks and Recreation Services	436-572	2,901,347	3,016,978	3,134,531	3,123,613	3,225,577	3,286,496	3,352,676	3,421,979
MIS Automation - Animal Control	470-562	2,882	3,723	-	-	3,416	3,445	3,474	3,504
MIS Automation - Parks and Recreation	470-572	3,850	3,185	-	-	3,801	3,825	3,849	3,873
Municipal Services - Risk	495-572	33,945	34,477	34,377	34,377	34,477	34,477	34,477	34,477
Indirect Costs - Municipal Services (Animal Control)	499-562	144,000	165,000	183,000	183,000	188,000	194,000	200,000	206,000
Indirect Costs - Municipal Services (Parks & Recreation)	499-572	525,000	510,000	637,000	637,000	656,000	676,000	696,000	717,000
Payment to City- Parks & Recreation	838-572	1,327,749	1,384,178	1,443,005	1,443,005	1,504,334	1,568,268	1,634,919	1,704,403
Transfers	950-581	1,884,547	2,596,501	2,601,789	2,601,789	2,776,152	2,819,451	2,976,433	3,077,135
Primary Health Care-Trauma Center	971-562	200,000	-	-	-	-	-	-	-
Budgeted Reserves - Municipal Service	990-599	-	15,000	15,000	28,022	28,933	29,900	30,955	32,077
Total Appropriations		8,397,522	9,207,993	9,650,910	9,650,910	10,061,354	10,298,603	10,659,071	10,971,809
Revenues Less Appropriations		155,978	-	487,904	-	-	-	-	-

Notes:

For FY 2020, Public Services Tax revenues are projected to increase a modest 1% or \$79,965 due to a mild winter resulting in lower than normal consumption of electricity, natural gas and propane. Total projections are slightly above the FY 2006 pre-recession collections.

In addition, FY 2020 reflects the first transfer from the 2020 Sales Tax Extension Fund (352) made to supplement parks maintenance funding for park facilities constructed from proceeds of previous local government infrastructure sales tax proceeds.

A \$2.3 million transfer to the Capital Fund (Fund 305) supports the \$7.4 million general reserve transfer for capital. The remaining \$5.1 million capital transfer come from the General Fund (Fund 001).

Leon County Fiscal Year 2020 Tentative Budget

Fire Rescue Services (145)

Fund Type: Special Revenue

The Fire Services Fund is a special revenue fund established in FY 2010 as a method to fund enhanced fire protection services in the unincorporated area of Leon County. This included adding another fire fighter at unincorporated area fire stations. The funding is derived from a fire service fee levied on single family, commercial and governmental properties in the unincorporated area of the County. Homes are charged a flat rate, and commercial and governmental properties pay per square foot. Square footage associated with the worship area of a church is excluded from the fee. In addition, the County provides support to the Volunteer Fire Departments.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Fire Service Fee	325201	5,885,726	5,291,896	5,851,906	5,559,311	5,614,904	5,671,053	5,727,764	5,785,041
Fire Service Fee	325202	2,331,519	2,379,715	2,544,065	2,416,862	2,440,889	2,465,158	2,489,669	2,514,425
Delinquent Fees	325203	22,816	-	-	-	-	-	-	-
City VFD Payment	337407	-	482,479	482,479	482,479	482,479	482,479	482,479	482,479
Pool Interest Allocation	361111	40,614	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(27,766)	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	55,000	-	-	-	-	-	-	-
Transfer From Fund 126	381126	-	-	-	-	1,600,000	1,600,000	1,600,000	1,600,000
Transfer From Fund 140	381140	51,661	-	-	-	-	-	-	-
Total Revenues		8,359,570	8,154,090	8,878,451	8,458,652	10,138,272	10,218,690	10,299,912	10,381,945
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Volunteer Fire Departments	096002-522	30,915	-	-	-	-	-	-	-
MIS Countywide	470-552	(425)	-	-	-	-	-	-	-
VFD Fire Services - Risk	495-552	23,291	-	-	-	-	-	-	-
Indirect Costs - Fire Services	499-522	28,000	25,000	31,000	31,000	32,000	33,000	34,000	35,000
Tax Collector	513-586	47,048	47,849	50,590	50,590	51,096	51,607	52,123	52,123
Fire Services Payment	838-522	2,308,886	7,554,132	7,852,738	7,852,738	7,930,401	8,008,851	8,088,095	8,168,660
Volunteer Fire Department	843-522	287,835	482,479	482,479	482,479	482,479	482,479	482,479	482,479
Transfers	950-581	-	44,630	41,845	41,845	42,296	42,753	43,215	43,683
Budgeted Reserves - Fire Services	990-599	-	-	-	-	1,600,000	1,600,000	1,600,000	1,600,000
Total Appropriations		2,725,550	8,154,090	8,458,652	8,458,652	10,138,272	10,218,690	10,299,912	10,381,945
Revenues Less Appropriations		5,634,020	-	419,799	-	-	-	-	-

Notes:

In FY 2010, the Board approved placing this assessment on the tax bill for property owners who did not pay the fee via the established billing system; however, direct billing by the City of Tallahassee is the primary source for the collection of this fee. At the May 12, 2015 meeting, the Board approved implementing the new fire service fee rates as recommended in the new fire study.

As part of the approved multi-year fiscal plan, beginning in FY 2021, \$1.6 million in general revenue from debt service savings will be transferred to the Fire Fund instead of increasing the fire fee by an inflationary rate which was projected in the last fire fee assessment study between 4% and 5%. Any increase would need to be agreed upon by the County and City of Tallahassee, as provided in the fire services interlocal agreement. By implementing the recommended multi-year fiscal plan, the projected fire fee can be maintained at its current level by setting aside \$1.6 million in recurring revenue beginning in FY 2021. The out-years budgets reflect this transfer.

Leon County Fiscal Year 2020 Tentative Budget

Tourism Development (160)

Fund Type: Special Revenue

The Tourist Development Fund is a special revenue fund established as the repository for the collection of the 5% Local Option Tourist Development Tax on transient lodging sales in Leon County (bed tax). The Tourist Development Council administers the expenditure of these revenues, as limited by law, to tourist development initiatives. Annual reserves for contingencies are supported by available fund balance. This amount will be determined on an annual basis as part of the budget process.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Tourist Development (4 Cents)	312100	4,660,108	4,267,875	4,919,840	4,673,848	4,814,063	4,958,485	5,107,240	5,260,457
Tourist Development (1 Cent)	312110	1,165,022	1,422,625	1,229,960	1,168,462	1,203,516	1,239,622	1,276,810	1,315,114
Pool Interest Allocation	361111	107,011	52,250	108,000	102,600	103,626	104,662	105,709	106,767
Net Incr(decr) In Fmv Of Investment	361300	(90,341)	-	-	-	-	-	-	-
Tax Collector F.S. 125.315	361320	6,981	-	-	-	-	-	-	-
Rents And Royalties	362000	-	10,200	-	-	-	-	-	-
Merchandise Sales	365000	3,686	3,200	3,825	3,634	3,743	3,855	3,971	4,091
Special Event Grant Reimbursements	366500	14,000	12,500	12,500	12,500	12,750	13,005	13,265	13,530
Other Contributions	366930	45	-	2,400	2,400	2,400	2,400	2,400	2,400
Other Miscellaneous Revenue	369900	137,244	94,341	76,316	72,500	75,401	78,417	81,554	84,816
Appropriated Fund Balance	399900	-	720,000	414,525	414,525	357,452	301,084	416,422	304,393
Total Revenues		6,003,755	6,582,991	6,767,366	6,450,469	6,572,951	6,701,530	7,007,371	7,091,568
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Tourism Development Building Administration	086065-552	74,484	100,000	-	-	-	-	-	-
Advertising	301-552	520,743	524,785	609,182	608,237	616,512	628,114	640,157	652,664
Marketing	302-552	1,450,762	1,566,473	1,616,473	1,616,473	1,666,473	1,716,473	1,766,473	1,766,473
Special Projects	303-552	1,462,076	1,688,050	1,944,892	2,008,111	2,026,209	2,045,025	2,064,580	2,084,910
MIS Automation - Tourism Development	304-552	641,495	615,000	730,000	765,000	765,000	765,000	765,000	765,000
Tourism Development - Risk	470-552	11,170	11,250	7,822	7,822	7,877	7,932	7,987	8,043
Indirect Costs - Tourism Development	495-552	7,306	7,538	5,364	5,364	5,364	5,364	5,364	5,364
Council on Culture & Arts (COCA)	499-552	273,000	235,000	221,000	221,000	232,000	244,000	256,000	269,000
Transfers	888-573	875,814	1,422,625	1,168,462	1,168,462	1,203,516	1,239,622	1,276,810	1,315,114
Budgeted Reserves - Tourism Development	950-581	14,500	362,270	-	-	-	-	175,000	175,000
	990-599	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Total Appropriations		5,331,350	6,582,991	6,353,195	6,450,469	6,572,951	6,701,530	7,007,371	7,091,568
Revenues Less Appropriations		672,406	-	414,171	-	-	-	-	-

Notes:

Estimated revenue per penny is anticipated to increase from \$1,138,000 per penny in FY 2019 to \$1,168,485 in FY 2020. In addition, in FY 2020, the Board approved the reallocation of the 1/4 Cent (\$292,000) previously allocated to the Council on Culture and Arts (COCA) as follows: \$200,000 for the Legacy Event Grant program which will bring the total budget for the Legacy Grant Program to \$300,000; and \$92,000 for the Concert Series at the Capital City Amphitheater to bring the total concert series budget to \$250,000.

Leon County Fiscal Year 2020 Tentative Budget

County Accepted Roadways and Drainage Systems Program (162)

Fund Type: Special Revenue

The County Accepted Roadways and Drainage Systems Program (CARDS) Fund is a special revenue fund established to account for the repayment of special assessments associated with the County's CARDS program (formerly the 2/3 2/3's paving program). The revenue received into this fund is collected as a non ad valorem special assessment on the annual tax bill. These revenues are repaying the County for loans utilized to construct special assessment paving projects. The revenues are annually transferred to the General Fund (001).

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	4,090	5,890	2,200	2,090	2,111	2,132	2,153	2,175
Other Interest Earnings	361390	25,623	17,100	19,100	18,145	14,250	11,400	8,740	5,985
Special Assessments	363000	168,587	103,550	113,900	108,205	92,720	85,215	87,875	83,600
Total Revenues		198,300	126,540	135,200	128,440	109,081	98,747	98,768	91,760
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Tax Collector	513-586	3,262	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Transfers	950-581	739,852	121,040	122,940	122,940	103,581	93,247	93,268	86,260
Total Appropriations		743,114	126,540	128,440	128,440	109,081	98,747	98,768	91,760
Revenues Less Appropriations		(544,814)	-	6,760	-	-	-	-	-

Notes:

This fund continues to see a decline in revenue as previous special assessments are paid in full and the lack of new assessments being levied in recent years due to a decline in projects.

Leon County Fiscal Year 2020 Tentative Budget

Special Assessment - Killearn Lakes Units I and II Sewer (164)

Fund Type: Special Revenue

This Special Assessment Fund was established to account for revenues and expenditures associated with of the special assessment levied on property owners in Killearn Lakes Units I and II to pay for the costs associated with maintaining the new City of Tallahassee sewer service distribution system completed in October 2006. The assessment is collected and remitted to the City of Tallahassee in accordance with an interlocal agreement with the City of Tallahassee. The charge levied to each parcel within Units I and II is \$179.43.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	3,293	-	-	-	-	-	-	-
Special Assessment - Killearn Lakes Sewer	363230	224,992	237,500	250,000	237,500	237,500	237,500	237,500	237,500
Total Revenues		228,285	237,500	250,000	237,500	237,500	237,500	237,500	237,500
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Tax Collector	513-586	4,497	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Sewer Services Killearn Lakes Units I and II	838-535	220,495	232,500	232,500	232,500	232,500	232,500	232,500	232,500
Total Appropriations		224,992	237,500	237,500	237,500	237,500	237,500	237,500	237,500
Revenues Less Appropriations		3,293	-	12,500	-	-	-	-	-

Leon County Fiscal Year 2020 Tentative Budget

County Government Annex (165)

Fund Type: Special Revenue

On June 26, 2003, the Board of County Commissioners purchased the County Government Annex on Calhoun Street. The operating fund will be used to facilitate and account for the ongoing operations of this building. Revenues associated with this fund are primarily be generated by leases associated with the tenants of the building. Expenses associated with this fund are comprised of necessities required in the upkeep, maintenance, and management of the facility. A portion of the revenue from this fund is transferred to the associated debt service fund to pay the existing debt service for the bonds issued to purchase the building, which will be paid in full by FY 2020.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Parking Facilities	344500	74,735	181,639	189,773	180,284	181,614	174,812	138,997	120,013
Pool Interest Allocation	361111	18,628	30,000	22,300	21,185	21,397	21,611	21,826	22,045
Net Incr(decr) In Fmv Of Investment	361300	(14,722)	-	-	-	-	-	-	-
Rents And Royalties	362000	1,654,970	1,596,903	1,787,327	1,697,961	1,665,318	1,312,334	1,334,636	1,081,791
Appropriated Fund Balance	399900	-	-	150,000	150,000	-	-	-	-
Total Revenues		1,733,611	1,808,542	2,149,400	2,049,430	1,868,329	1,508,757	1,495,459	1,223,849
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
County Government Annex	086025-519	727,796	250,000	250,000	250,000	250,000	275,000	610,000	325,000
County Government Annex	154-519	343,627	462,201	495,142	495,142	506,647	518,768	527,940	537,411
County Government Annex - Risk	495-519	40,092	39,594	39,594	39,594	39,594	39,594	39,594	39,594
Indirect Costs - County Government Annex	499-519	24,000	24,000	24,000	24,000	25,000	25,000	26,000	27,000
Transfers	950-581	549,729	1,032,747	1,240,694	1,240,694	286,173	289,035	291,925	294,844
Budgeted Reserves - BOA Building (Operating)	990-599	-	-	-	-	760,915	361,360	-	-
Total Appropriations		1,685,244	1,808,542	2,049,430	2,049,430	1,868,329	1,508,757	1,495,459	1,223,849
Revenues Less Appropriations		48,366	-	99,970	-	-	-	-	-

Notes:

Funding is allocated for renovations, mechanical and electrical upgrades and safety improvements at the Leon County Courthouse Annex. Improvements include design for air handling unit (AHU) replacement on the 6th floor, refresh/update landscaping of property, and general building maintenance and repairs. Specific project details are located in the Capital Improvements Project Section.

In addition, for FY 2020, fund balance is being appropriated for transfer to the associated debt service fund (211) to pay the remaining debt service for the bonds issued to purchase the building. Out year transfers reflect utility payments to the General Fund (001).

Leon County Fiscal Year 2020 Tentative Budget

Huntington Oaks Plaza (166)

Fund Type: Special Revenue

This fund was established to maintain accounting for the maintenance of the Huntington Oaks Plaza purchased by the County in FY10 for the expansion of the Lake Jackson store front library and the construction of a community center. Revenue from this fund is derived from lease payments from space rentals for use in maintaining the property.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	4,857	-	-	-	-	-	-	-
Rents And Royalties	362000	124,629	113,357	112,622	106,991	88,055	77,932	70,788	41,888
Appropriated Fund Balance	399900	-	-	-	-	19,295	29,575	37,881	66,948
Total Revenues		129,486	113,357	112,622	106,991	107,350	107,507	108,669	108,836
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Huntington Oaks Plaza Bldg Improvement	083002-519	100,495	-	-	-	-	-	-	-
Huntington Oaks Plaza Operating	155-519	77,211	94,901	86,535	86,535	86,894	87,051	87,213	87,380
Huntington Oaks - Risk	495-519	12,622	12,456	12,456	12,456	12,456	12,456	12,456	12,456
Indirect Costs - Huntington Oaks Plaza	499-519	5,000	6,000	8,000	8,000	8,000	8,000	9,000	9,000
Total Appropriations		195,328	113,357	106,991	106,991	107,350	107,507	108,669	108,836
Revenues Less Appropriations		(65,842)	-	5,631	-	-	-	-	-

Notes:

Due to the termination of some leases, FY 2020 reflects a slight decline in anticipated rents and royalties from FY 2019. Further out year declines are based on the expiration of current leasing agreements. The use of available fund balance is programmed for the out years beginning in FY 2021. It is anticipated that continued marketing efforts by the County will increase occupancy of available lease space.

Leon County Fiscal Year 2020 Tentative Budget

Bond Series 2012A & 2012B (211)

Fund Type: Debt Service

The Bond Series 2012A & 2012B Fund is a debt service fund established to account for the debt service associated with the Capital Improvement Revenue Bonds Series 2012A (Tax Exempt) and 2012B (Taxable). These bonds were issued to fund the acquisition of the Bank of America building and for major repairs and renovations to the existing County Courthouse facility. (This fund was changed from Bond Series 2003A & 2003B due to refinancing of the Bond with a bank loan in 2012).

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfer From Fund 126	381126	6,640,146	6,298,596	6,119,519	6,119,519	-	-	-	-
Transfer From Fund 165	381165	435,900	777,052	957,354	957,354	-	-	-	-
Appropriated Fund Balance	399900	-	3,369	-	-	-	-	-	-
Total Revenues		7,076,046	7,079,017	7,076,873	7,076,873	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Bond Series 2012A (Tax Exempt)	975-582	136,027	1,441,706	7,076,873	7,076,873	-	-	-	-
Bond Series 2012B (Taxable)	976-582	6,938,420	5,637,311	-	-	-	-	-	-
Total Appropriations		7,074,446	7,079,017	7,076,873	7,076,873	-	-	-	-
Revenues Less Appropriations		1,600	-	-	-	-	-	-	-

Notes:

This bank loan will be fully paid by year-end FY 2020.

Leon County Fiscal Year 2020 Tentative Budget

ESCO Lease (221)

Fund Type: Debt Service

The ESCO Lease Fund is a debt service fund established to account for the debt service associated with the obligations relating to the County's Energy Performance Contract with Energy Systems Group. This lease was entered into to fund the acquisition of various facility improvement measures including lighting upgrades, HVAC systems, an energy management system and water/sewer improvements. These energy efficiency improvements will offset the cost of the lease. Energy Systems Group will pay any balance on the lease not offset by these energy cost savings.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfer From Fund 001	381001	484,514	-	-	-	-	-	-	-
Total Revenues		484,514	-	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
ESCO Lease	977-582	484,514	-	-	-	-	-	-	-
Total Appropriations		484,514	-	-	-	-	-	-	-
Revenues Less Appropriations		1	-	-	-	-	-	-	-

Notes:

This fund is closed.

Leon County Fiscal Year 2020 Tentative Budget

2017 Capital Improvement Revenue Refinancing (222)

Fund Type: Debt Service

The Debt Series 2014 Fund is a debt service fund established to account for the debt service associated with the refinancing of the non taxable portion of the Capital Improvement Revenue Refunding Bond Series 2005 with a bank loan. The original bond was issued to fully refund the Parks and Recreation Bond Series 1998A, a portion of the Stormwater Bond Series 1997 and a portion of the Capital Improvement Revenue Bond Series 1999. The remaining taxable portion of this bond is accounted for in Fund 220.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Transfer From Fund 126	381126	496,785	493,071	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Appropriated Fund Balance	399900	-	3,230	-	-	-	-	-	-
Total Revenues		496,785	496,301	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
2014 Debt Series	979-582	493,139	496,301	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Total Appropriations		493,139	496,301	492,662	492,662	3,268,180	3,270,062	3,271,593	3,269,753
Revenues Less Appropriations		3,646	-	-	-	-	-	-	-

Notes:

At the April 26, 2017 workshop, the Board approved the refinancing of a FY 2014 bank loan which saved \$489,075 over the life of the loan. The increased payment in FY 2021 reflects increased principle payments on the loan.

Leon County Fiscal Year 2020 Tentative Budget

Capital Improvements (305)

Fund Type: Capital Projects

The Capital Improvements Fund is a capital project fund established in support of the County's Capital Improvement Program. A major revenue source of the Capital Improvement Fund is a transfer from general revenue dollars. The fund is used to account for resources and expenditures associated with the acquisition or construction of major non-transportation related capital facilities and/or projects other than those financed by Proprietary Funds.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	354,982	403,266	549,800	522,310	527,533	532,808	538,137	543,519
Net Incr(decr) In Fmv Of Investment	361300	(360,098)	-	-	-	-	-	-	-
Gain (loss) On Sale Land	364300	39,500	-	-	-	-	-	-	-
Transfer From Fund 001	381001	3,420,236	2,706,624	5,107,194	5,107,194	4,412,482	6,444,656	6,633,528	6,708,125
Transfer From Fund 110	381110	1,919,320	-	-	-	-	-	-	-
Transfer From Fund 120	381120	85,736	-	350,000	350,000	100,000	100,000	100,000	100,000
Transfer From Fund 123	381123	1,150,000	-	-	-	-	-	-	-
Transfer From Fund 125	381125	500,000	-	-	-	-	-	-	-
Transfer From Fund 126	381126	3,000,000	-	-	-	-	-	-	-
Transfer From Fund 140	381140	1,729,764	2,293,376	2,285,764	2,285,764	2,456,646	2,496,360	2,649,649	2,746,547
Transfer From Fund 160	381160	-	350,000	-	-	-	-	175,000	175,000
Transfer From Fund 162	381162	594,821	-	-	-	-	-	-	-
Transfer From Fund 352	381352	-	-	1,593,750	1,593,750	2,125,000	2,125,000	-	-
Transfer From Fund 501	381501	1,100,000	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	5,705,635	-	-	-	-	-	-
Total Revenues		13,534,261	11,458,901	9,886,508	9,859,018	9,621,661	11,698,824	10,096,314	10,273,191

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
General Vehicle & Equipment Replacement	026003-519	253,567	227,000	246,000	246,000	531,000	540,000	466,000	525,000
Stormwater Vehicle and Equipment	026004-519	43,155	-	-	-	-	-	-	-
Stormwater Vehicle & Equipment Replacement	026004-538	96,778	203,000	267,000	267,000	393,000	1,015,000	528,000	673,000
Fleet Management Shop Equipment	026010-519	49,973	25,000	-	-	-	35,000	-	30,000
General Government New Vehicle Requests	026018-519	25,719	-	52,000	52,000	-	-	-	-
New Stormwater Vehicle & Equipment	026020-538	-	62,383	-	-	-	-	-	-
Helicopter for Sheriff's Office	026023-521	-	-	130,000	130,000	130,000	130,000	130,000	130,000
Woodville Community Park	041002-572	171,155	-	-	-	-	-	-	-
J. Lee Vause Park	043001-572	30,551	-	130,000	130,000	-	-	-	-
Okeehoopkee Prairie Park	043008-572	18,660	-	-	-	-	-	-	-
Northeast Community Park	044001-572	18,215	-	-	-	-	-	-	-
Apalachee Regional Park	045001-572	193,870	850,000	193,405	193,405	-	250,000	100,000	500,000
J.R. Alford Greenway	045004-572	30,000	-	-	-	-	-	-	-
Pedrick Road Pond Walking Trail	045007-572	9,818	-	-	-	-	-	-	-
Parks Capital Maintenance	046001-572	185,569	325,000	350,000	350,000	350,000	350,000	350,000	350,000
Playground Equipment Replacement	046006-572	106,702	-	175,000	175,000	-	150,000	-	150,000
New Vehicles and Equipment for Parks/Greenways	046007-572	155,254	82,800	-	-	53,750	-	-	-
Greenways Capital Maintenance	046009-572	218,950	350,000	150,000	150,000	250,000	250,000	250,000	250,000
Dog Parks - Unincorporated Area	046013-572	-	30,000	30,000	30,000	-	-	-	-
Chaires Park	046014-572	-	-	800,000	800,000	-	-	-	-
St. Marks Headwaters Greenways	047001-572	7,650	-	-	-	-	-	-	-
Boat Landing Improvements and Renovations	047002-572	23,165	125,000	-	-	-	-	-	-
N. Florida Fairgrounds Milling and Resurfacing	051009-541	-	-	-	-	220,000	-	-	-
Stormwater and Transportation Improvements	056010-541	80,128	-	-	-	-	-	-	-
Street Lights Placement in Unincorporated Areas	057013-541	37,066	125,000	-	-	-	-	-	-
2/3rds Tower Oaks Private Road Paving	057917-541	14,673	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer	062007-535	7,424	-	-	-	-	-	-	-
Faulk Drive Pond Sediment Removal	063010-538	16,409	-	-	-	-	-	-	-

Leon County Fiscal Year 2020 Tentative Budget

Capital Improvements (305)

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Stormwater Structure Inventory and Mapping	066003-538	599,496	-	-	-	-	-	-	-
TMDL Compliance Activities	066004-538	10,000	-	-	-	-	-	-	-
Stormwater Pond Repairs	066026-538	33,800	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Stormwater Infrastructure Preventative Maintenance	067006-538	8,621	300,000	-	-	-	-	-	-
Financial Hardware and Software	076001-519	132,686	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Data Wiring	076003-519	22,644	-	-	-	-	-	-	-
Supervisor of Elections Technology	076005-519	59,280	69,600	86,150	86,150	50,000	50,000	50,000	50,000
County Compute Infrastructure	076008-519	605,671	550,000	550,000	550,000	550,000	550,000	550,000	550,000
Geographic Information Systems	076009-539	426,738	188,280	188,280	188,280	188,280	188,280	188,280	188,280
Library Services Technology	076011-571	15,146	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Permit & Enforcement Tracking System	076015-537	29,716	150,000	450,000	450,000	250,000	250,000	250,000	250,000
Courtroom Technology	076023-519	46,807	132,000	-	-	133,820	133,820	133,820	133,820
User Computer Upgrades	076024-519	296,504	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Mobile Devices	076042-519	32,221	25,000	25,000	25,000	25,000	25,000	25,000	25,000
State Attorney Technology	076047-519	68,254	110,900	-	110,900	110,900	110,900	110,900	110,900
State Attorney Technology	076047-713	-	-	110,900	-	-	-	-	-
Public Defender Technology	076051-519	24,288	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Geographic Information Systems Incremental Basemap Update	076060-539	298,500	298,500	298,500	298,500	298,500	298,500	298,500	298,500
Records Management	076061-519	44,131	-	-	-	-	-	-	-
E-Filing System for Court Documents	076063-519	-	-	-	-	125,000	125,000	-	-
Huntington Oaks Plaza Renovations	083002-519	36,727	-	-	-	-	-	-	-
Courtroom Minor Renovations	086007-519	66,889	80,000	60,000	60,000	60,000	60,000	60,000	60,000
Architectural & Engineering Services	086011-519	51,266	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Courthouse Security	086016-519	19,190	35,000	35,000	35,000	40,000	20,000	35,000	20,000
Common Area Furnishings	086017-519	35,716	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Courthouse Renovations	086027-519	85,939	653,790	373,579	373,579	40,000	40,000	40,000	40,000
Jail Complex Maintenance	086031-523	2,478,872	2,894,953	1,713,500	1,713,500	2,020,000	1,167,900	1,720,000	1,350,000
Main Library Improvements	086053-571	38,809	-	-	-	-	-	-	-
Medical Examiner Facility	086067-527	1,312,969	332,597	-	-	-	-	-	-
Lake Jackson Town Center Sense of Place	086068-519	10,415	-	-	-	-	-	-	-
Fleet Management Shop Improvements	086071-519	11,242	-	-	-	-	-	-	-
Building Roofing Repairs and Replacements	086076-519	38,050	300,000	889,827	889,827	650,000	900,000	575,000	325,000
Building Mechanical Repairs and Replacements	086077-519	482,782	867,651	935,334	935,334	271,000	371,000	549,000	481,000
Building Infrastructure Improvements	086078-519	550,701	1,143,447	544,425	544,425	1,502,747	865,934	915,934	644,285
Building General Maintenance and Renovations	086079-519	138,354	225,000	410,118	410,118	220,000	130,000	95,000	70,000
Solar Arrays on County Buildings	086081-519	-	-	50,000	50,000	50,000	50,000	50,000	50,000
Serenity Cemetery Expansion	091002-519	-	-	-	-	100,000	-	-	-
Public Safety Complex	096016-525	-	-	-	-	100,000	100,000	100,000	100,000
Public Safety Complex	096016-529	37,203	50,000	-	-	125,000	200,000	200,000	200,000
Voting Equipment Replacement	096028-513	84,268	32,000	-	-	50,000	-	-	-

Leon County Fiscal Year 2020 Tentative Budget

Capital Improvements (305)

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Capital Improvements	990-599	-	-	-	-	118,664	2,727,490	1,710,880	2,103,406
Total Appropriations		10,028,350	11,458,901	9,859,018	9,859,018	9,621,661	11,698,824	10,096,314	10,273,191
Revenues Less Appropriations		3,505,911	-	27,490	-	-	-	-	-

Notes:

The FY 2020 – FY 2024 Capital Improvement Plan is primarily focused on maintaining the County’s infrastructure of buildings, roads, stormwater system, parks and fleet. During the recession, the recurring general revenue transfer to the capital program was reduced to \$0. However, through the annual budget processes, the transfer was gradually increased to \$5.0 million by FY 2019. The Tentative FY 2020 budget increases the transfer to \$7.4 million. Out years reflect the transfer of recurring general revenue to fund capital projects increasing to \$9.4 million by FY 2024.

For FY 2020, funding is allocated for building maintenance and repairs, including \$1.7 million for the Detention Center, \$800,000 for the completing Chaires Park ballfield, new and replacement vehicles and information technology infrastructure projects. The out-years reflect reserves set aside for repayment from sales tax funds of sewer grant match funding, and unforeseen building infrastructure maintenance and repairs, including the Courthouse and Detention Center.

The FY 2020 – FY 2024 Capital Improvement Plan includes the refunding of \$6.5 million in advanced payments of water quality sewer projects from the 2020 Sales Tax Extension that was allocated as match for state sewer grants.

Leon County Fiscal Year 2020 Tentative Budget

Transportation Improvements (306)

Fund Type: Capital Projects

The Transportation Improvement Fund is a capital project fund established to account for transportation related capital projects. Major revenue sources for the Transportation Improvement Fund include proceeds from local and state gas taxes from the Transportation Trust Fund (106). Leon County imposes a total of twelve cents in gas taxes.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	126,060	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(121,203)	-	-	-	-	-	-	-
Transfer From Fund 106	381106	4,220,285	3,344,845	1,758,708	1,758,708	6,545,273	3,744,935	3,451,595	3,493,255
Appropriated Fund Balance	399900	-	-	2,100,000	2,100,000	-	-	-	-
Total Revenues		4,225,142	3,344,845	3,858,708	3,858,708	6,545,273	3,744,935	3,451,595	3,493,255
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Public Works Vehicle & Equipment Replacement	026005-541	562,911	845,000	429,000	429,000	1,260,000	734,000	750,000	750,000
Arterial & Collector Roads Pavement Markings	026015-541	102,586	135,200	135,200	135,200	135,200	135,200	135,200	135,200
New Public Works Vehicles & Equipment	026022-541	446,697	-	-	-	-	-	-	-
Old Bainbridge Road Safety Improvements	053007-541	-	100,000	-	-	-	-	-	-
Baum Road Drainage Improvement	054011-541	-	155,000	-	-	750,000	-	-	-
Stormwater and Transportation Improvements	056010-541	80,000	500,000	1,620,000	1,620,000	674,500	850,000	500,000	500,000
Public Works Design and Engineering Services	056011-541	40,754	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Sidewalk Program	056013-541	930,115	1,509,645	547,408	547,408	586,073	1,625,735	1,666,395	1,708,055
Intersection & Safety Improvements	057001-541	-	-	345,850	345,850	-	-	-	-
Maylor Road Stormwater Improvements	065005-538	-	-	481,250	481,250	2,739,500	-	-	-
Stormwater Infrastructure Preventative Maintenance	067006-538	-	-	200,000	200,000	300,000	300,000	300,000	300,000
Total Appropriations		2,163,064	3,344,845	3,858,708	3,858,708	6,545,273	3,744,935	3,451,595	3,493,255
Revenues Less Appropriations		2,062,078	-	-	-	-	-	-	-

Notes:

As recommended in the Multi-year fiscal plan approved at the April 23, 2019 Budget Workshop, the gas tax funding traditionally split 50/50 for sidewalk projects and general transportation maintenance, will be reallocated for two years to fix chronic flooding problems on county roads in FY 2020 and FY 2021. The fiscal plan recommends \$1.0 million in FY 2020 and \$3.414 million in FY 2021 for transportation flood relief projects. This funding will be used to fund stormwater and transportation improvements to Raymond Tucker Road/Pheasant Run, and Maylor Road.

In addition, as part of the FY 2019 budget process, \$2.0 million in available gas tax funds was appropriated to support transportation capital projects. The FY 2020 capital program contemplates using these reserves.

Leon County Fiscal Year 2020 Tentative Budget

Sales Tax (308)

Fund Type: Capital Projects

The Local Option Sales Tax Fund is a capital project fund established in accordance with a 1989 county-wide referendum, and is used to account for resources and expenditures associated with the construction of transportation and jail facility related projects. The Local Government Infrastructure Surtax includes proceeds from a One-Cent Sales Tax on all transactions up to \$5,000. Pursuant to an interlocal agreement with the City of Tallahassee, the revenue generated by the tax will be split between the County and the City. The County's share of the proceeds is equal to 52.84%, and the City's share is equal to 47.16%. The 1989 referendum approved the sales tax levy for a period of fifteen years; however, through a county-wide referendum passed in November 2000, the sales tax was extended for an additional fifteen years (Note: the extended sales tax is accounted for in Fund 309).

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	68,689	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(55,466)	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	-	300,000	300,000	-	-	-	-
Total Revenues		13,223	-	300,000	300,000	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Intersection & Safety Improvements	057001-541	74,828	-	-	-	-	-	-	-
Jail Complex Maintenance	086031-523	-	-	300,000	300,000	-	-	-	-
Total Appropriations		74,828	-	300,000	300,000	-	-	-	-
Revenues Less Appropriations		(61,605)	-	-	-	-	-	-	-

Notes:

The available fund balance of \$300,000 remaining in this fund will be used to support capital improvement projects at the Detention Center.

Leon County Fiscal Year 2020 Tentative Budget

Sales Tax - Extension (309)

Fund Type: Capital Projects

In November of 2000, Leon County residents approved a referendum extending the imposition of the 1 Cent Local Option Sales Tax beginning in FY 2004 for 15 years. The extension commits 80% of the revenues to Blueprint 2000 projects and will be jointly administered and funded by Leon County and the City of Tallahassee. The remaining 20% will be split evenly between the County and the City. The County's share will be used for various road, stormwater and park improvements. The Blueprint 2000 Joint Participation Agreement Revenue supports County projects funded through the County's share of the \$50 million water quality/flooding funding.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
1 Cent Sales Tax	312600	4,292,858	4,325,350	1,194,000	1,134,300	-	-	-	-
BP2000 JPA Revenue	343916	817,352	350,000	-	-	1,600,000	-	-	-
Pool Interest Allocation	361111	57,556	20,000	76,100	72,295	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	(38,069)	-	-	-	-	-	-	-
Total Revenues		5,129,696	4,695,350	1,270,100	1,206,595	1,600,000			
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Open Graded Cold Mix Stabilization	026006-541	266,669	600,000	-	-	-	-	-	-
Fred George Park	043007-572	31,704	-	-	-	-	-	-	-
Apalachee Regional Park	045001-572	-	-	1,206,595	1,206,595	-	-	-	-
Arterial/Collector Resurfacing	056001-541	5,703,501	3,320,350	-	-	-	-	-	-
Community Safety & Mobility	056005-541	305,045	425,000	-	-	-	-	-	-
Lake Henrietta Renovation	061001-538	-	350,000	-	-	-	-	-	-
NWFWMD Grant-Woodside Heights	061002-535	8,229	-	-	-	-	-	-	-
Woodside Heights FDEP Grant	061003-535	44,330	-	-	-	-	-	-	-
Lexington Pond Retrofit	063005-538	233,205	-	-	-	1,600,000	-	-	-
Killearn Lakes Plantation Stormwater	064006-538	42,415	-	-	-	-	-	-	-
Total Appropriations		6,635,097	4,695,350	1,206,595	1,206,595	1,600,000			
Revenues Less Appropriations		(1,505,401)	-	63,505	-	-	-	-	-

Notes:

The current 1 Cent Local Option Sales Tax expires in 2019. In November 4, 2014, Leon County residents approved a ballot initiative to extend the sales tax for another 20 years until 2039. Two new funds, 351 & 352 have been established for the new sales tax revenue beginning in FY 2020 to account for the projects that are programmed for the sales tax extension.

The remaining sales tax extension funds will provide additional funding for the improvements to Apalachee Regional Park the construction of the cross-country course pavilion, restrooms, stage and finish line in anticipation of hosting the NCAA Cross Country Championship in FY 2021. Additionally, funding from the remaining County share of the Blueprint water quality funding will be used for the Lexington Pond water quality improvement projects in FY 2021.

Leon County Fiscal Year 2020 Tentative Budget

Bond Series 2003A & 2003B Construction (311)

Fund Type: Capital Projects

The Bond Series 2003A & 2003B Construction Fund is a capital project fund established by proceeds from the 2003 Series A and B Capital Improvement Revenue Bonds. The fund is used to account for resources and expenditures associated with the acquisition, repair, and renovation of the Bank of America property as well as the renovations and repair of the existing Courthouse facility.

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Bldg Infrastructure Improvements	086078-519	7,038	-	-	-	-	-	-	-
Total Appropriations		<u>7,038</u>	-	-	-	-	-	-	-
Revenues Less Appropriations		<u>(7,038)</u>	-	-	-	-	-	-	-

Note:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget

Bond Series 1999 Construction (318)

Fund Type: Capital Projects

The Bond Series 1999 Construction Fund is a capital project fund established by proceeds from the Series 1999 Capital Improvement Revenue Bond. The fund is used to account for resources and expenditures associated with stormwater and lake projects including: Lafayette Oaks, Lake Munson Restoration, Killlearn Acres, Lake Charles, Cynthia Drive, Lexington Regional SWMF, Rhoden Cove, and Munson Slough. In addition, the bond issued includes funding for a Courthouse Annex. Additional bond proceeds have been identified for other facility improvements.

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Courthouse Renovations	086027-519	50,308	-	-	-	-	-	-	-
Total Appropriations		50,308	-	-	-	-	-	-	-
Revenues Less Appropriations		(50,308)	-	-	-	-	-	-	-

Note:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget

ESCO Capital Projects (321)

Fund Type: Capital Projects

The ESCO Capital Projects Fund is a capital project fund established in support of the County's capital improvement program. Major revenue sources of the Capital Improvement Fund include the guaranteed savings in utility costs per the County's agreement with Progress Energy. This fund is used to account for the resources and expenditures associated with acquisition or construction of major facilities improvements relating to the County's Energy Performance Contract.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	175	-	-	-	-	-	-	-
Total Revenues		175	-	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Courthouse Renovations	086027-519	20,385	-	-	-	-	-	-	-
Total Appropriations		20,385	-	-	-	-	-	-	-
Revenues Less Appropriations		(20,210)	-	-	-	-	-	-	-

Notes:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget

9-1-1 Capital Projects (330)

Fund Type: Capital Projects

The 9-1-1 Capital Projects Fund was established to support of the capital needs of the emergency communications system. Major revenue sources of the Emergency Communications Fund include proceeds transferred from the 9-1-1 Emergency Communications Fund which includes: wireless Enhanced 9-1-1 fee (50 cents/month per service subscriber) pursuant to F.S. 365.172 - 365.173; and the 9-1-1 fee (50 cents/month per service line) pursuant to F.S. 365.171(13). The fund is used to account for resources and expenditures associated with capital projects related to the provision of 9-1-1 emergency services.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	56,745	80,655	102,500	97,375	98,349	99,332	100,326	101,329
Net Incr(decr) In Fmv Of Investment	361300	(49,148)	-	-	-	-	-	-	-
Transfer From Fund 130	381130	200,000	-	-	-	-	-	-	-
Total Revenues		207,597	80,655	102,500	97,375	98,349	99,332	100,326	101,329
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
911 Capital Projects	990-599	-	80,655	97,375	97,375	98,349	99,332	100,326	101,329
Total Appropriations		-	80,655	97,375	97,375	98,349	99,332	100,326	101,329
Revenues Less Appropriations		207,597	-	5,125	-	-	-	-	-

Notes:

Revenues are collected in the operating fund (Fund 130). Funds not utilized for operating the E 9-1-1 System are transferred to the capital fund for future expenditure on capital upgrades at year end.

Leon County Fiscal Year 2020 Tentative Budget

Impact Fee - Countywide Road District (341)

Fund Type: Capital Projects

The Impact Fee - Countywide Road District Fund was established in support of the capital needs for road improvements associated with new development. Major revenue sources of the Countywide Road District Fund included proceeds from impact fees levied upon developers by the Board of County Commissioners. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	2,266	-	-	-	-	-	-	-
Total Revenues		2,266	-	-	-	-	-	-	-
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
North Monroe Turn Lane	053003-541	37,972	-	-	-	-	-	-	-
Total Appropriations		37,972	-	-	-	-	-	-	-
Revenues Less Appropriations		(35,706)	-	-	-	-	-	-	-

Notes:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget

Impact Fee - Northwest Urban Collector (343)

Fund Type: Capital Projects

The Impact Fee - Northwest Urban Collector Fund was established to support the capital needs related to road improvements needed to accommodate new developments. Major revenue sources of the NW Urban Collector Fund include proceeds from impact fees levied upon developers in the corresponding quadrant of the County. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects in the NW quadrant of the County.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	1,051	-	-	-	-	-	-	-
Total Revenues		1,051	-	-	-	-	-	-	-
Revenues Less Appropriations		1,051	-	-	-	-	-	-	-

Notes:

Fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget

Impact Fee - Southeast Urban Collector (344)

Fund Type: Capital Projects

The Impact Fee - Southeast Urban Collector Fund was established to support the capital needs related to road improvements needed to accommodate new developments. Major revenue sources of the SE Urban Collector Fund include proceeds from impact fees levied upon developers in the corresponding quadrant of the County. The impact fees supporting this fund were repealed by the County Commission in 1996. The fund is used to account for the remaining resources and expenditures associated with specific transportation capital projects in the SE quadrant of the County.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	1,476	-	-	-	-	-	-	-
Total Revenues		1,476	-	-	-	-	-	-	-
Revenues Less Appropriations		1,476	-	-	-	-	-	-	-

Notes:

This fund will be closed at year end FY 2019.

Leon County Fiscal Year 2020 Tentative Budget

Sales Tax - Extension 2020 (351)

Fund Type: Capital Projects

In November of 2014, Leon County residents approved a referendum providing a second extension of the 1998 imposed 1-Cent Local Option Sales Tax beginning in FY 2020 for 20 years. The extension commits 80% of the revenues for Blueprint 2020 infrastructure projects, Blueprint 2020 Economic Development Programs, and Liveable Infrastructure For Everyone (L.I.F.E.) projects. The remaining 20% will be split evenly between the County and the City. The County's 10% share, accounted for in the fund, will be used for transportation resurfacing and intersection improvement projects and other statutorily authorized uses approved by the County Commission.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
1 Cent Sales Tax	312600	-	-	3,582,000	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950
Total Revenues		-	-	3,582,000	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Open Graded Cold Mix Main/Resurfacing	026006-541	-	-	600,000	600,000	600,000	600,000	600,000	600,000
Arterial/Collect/Local Road Resurfacing	056001-541	-	-	2,802,900	2,802,900	3,574,000	3,667,100	3,762,100	3,859,950
Intersection and Safety Improvement	057001-541	-	-	-	-	500,000	500,000	500,000	500,000
Total Appropriations		-	-	3,402,900	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950
Revenues Less Appropriations		-	-	179,100	-	-	-	-	-

Notes:

In November 4, 2014, Leon County residents approved a ballot initiative to extend the current 1-Cent Local Option Sales Tax for another 20 years until 2039. This fund has been established for the County's 10% share of the new sales tax revenue For FY 2020, funding is allocated for Open Graded Cold Mix resurfacing and arterial and collector road resurfacing.

Leon County Fiscal Year 2020 Tentative Budget**Sales Tax - Extension 2020 JPA Agreement (352)**

Fund Type: Capital Projects

In November 2014, Leon County residents approved a referendum providing a second extension of the 1-Cent Local Option Sales Tax beginning in FY 2020 for 20 years. The extension commits 80% of the revenues for Blueprint 2020 infrastructure projects, and will be jointly administered and funded by Leon County and the City of Tallahassee. The Blueprint 2020 Joint Participation Agreement Revenue supports County projects funded through the County's share of the sales tax extension. The BP 2020 JPA revenue, accounted for in the fund, will be used for Water Quality and Stormwater, and Sidewalks. The fund also accounts for the 2% portion of the fund dedicated to Liveable Infrastructure For Everyone (L.I.F.E.) projects.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
LIFE Revenue	312601	-	-	716,400	680,580	934,800	962,730	991,610	1,021,440
BP2000 JPA Revenue	343916	-	-	2,906,250	2,906,250	3,875,000	3,875,000	3,875,000	3,875,000
Total Revenues		-	-	3,622,650	3,586,830	4,809,800	4,837,730	4,866,610	4,896,440
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Sidewalk Program	056013-541	-	-	937,500	937,500	1,250,000	1,250,000	1,250,000	1,250,000
Woodville Sewer Project	062003-535	-	-	-	-	-	-	2,125,000	2,125,000
L.I.F.E. Rural Road Safety Stabilization	091003-541	-	-	175,000	175,000	175,000	175,000	200,000	200,000
L.I.F.E. Miccosukee Sense of Place	091004-519	-	-	255,580	255,580	184,800	187,730	201,610	-
L.I.F.E. Street Lighting	091005-541	-	-	125,000	125,000	125,000	125,000	125,000	125,000
L.I.F.E. Fire Safety Infrastructure	091006-529	-	-	-	-	125,000	125,000	125,000	125,000
L.I.F.E. Boat Landing Enhancements & Upgrades	091007-572	-	-	125,000	125,000	125,000	-	125,000	171,440
L.I.F.E. 2/3 Match Program	091008-541	-	-	-	-	-	-	100,000	-
L.I.F.E. Stormwater and Flood Relief	091009-538	-	-	-	-	-	-	115,000	400,000
L.I.F.E. Recreational Amenities	091010-572	-	-	-	-	200,000	350,000	-	-
Transfers	950-581	-	-	1,968,750	1,968,750	2,625,000	2,625,000	500,000	500,000
Total Appropriations		-	-	3,586,830	3,586,830	4,809,800	4,837,730	4,866,610	4,896,440
Revenues Less Appropriations		-	-	35,820	-	-	-	-	-

Notes:

In November 4, 2014, Leon County residents approved a ballot initiative to extend the current 1-Cent Local Option Sales Tax for another 20 years until FY 2039. This fund has been established for the Blueprint 2020 JPA and LIFE revenue generated from the new sales tax revenue. L.I.F.E. funding is allocated for projects including Rural Road Safety Stabilization Miccosukee Sense of Place, street lighting and boat landing improvements. Transfers to other funds include funding for parks maintenance (\$375,000) in the Municipal Services Fund (Fund 140) and the refunding of advanced payments of water quality sewer projects (\$1,593,750) in the Capital Improvements Fund (Fund 305).

Leon County Fiscal Year 2020 Tentative Budget

Solid Waste (401)

Fund Type: Enterprise

The Solid Waste Fund is an enterprise fund established in support of the County's waste management programs. Major revenue sources for the Solid Waste Operations Fund include the Non-Ad Valorem Assessment, and Transfer Station Tipping Fees. The fund is used to account for resources and expenditures related to the operation of the County Solid Waste Management Facility and the provision of the County Waste Management program.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Solid Waste	313700	223,802	343,101	238,169	226,261	238,625	240,295	241,977	243,671
Waste Disposal Special Assessment	319150	1,480,286	1,490,056	1,575,960	1,497,162	1,507,642	1,518,196	1,528,824	1,539,525
Delinquent Taxes 2008	319208	144	-	-	-	-	-	-	-
Delinquent Assesment-2009	319209	131	-	-	-	-	-	-	-
Delinquent Assessments-2010	319210	120	-	-	-	-	-	-	-
Delinquent Assessments-2011	319211	173	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	327	-	-	-	-	-	-	-
Delinquent Assessments 2013	319213	933	-	-	-	-	-	-	-
Delinquent Assessments-2014	319214	2,430	-	-	-	-	-	-	-
Delinquent Assessments-2015	319215	5,285	-	-	-	-	-	-	-
Delinquent Assessments-2016	319216	6,334	-	-	-	-	-	-	-
Operating Income - Class I	343410	(174,165)	-	-	-	-	-	-	-
Transfer Station Receipts	343411	7,196,356	6,722,495	7,554,851	7,177,108	7,693,371	8,049,110	8,405,116	8,578,351
Marpan Administrative Fee	343412	-	7,994	10,003	9,503	9,503	9,503	9,503	9,503
Marpan Class III Residuals	343413	992,914	841,520	1,045,338	993,071	1,090,933	1,153,499	1,216,886	1,240,109
Operating Income - Tires	343415	42,388	48,995	54,903	52,158	52,523	52,890	53,261	53,634
Operating Income - Electronics	343416	4,835	4,912	5,171	4,912	4,947	4,981	5,016	5,051
Operating Income - Yard Trash Clean	343417	154,008	64,593	156,420	148,599	149,638	150,686	151,741	152,804
Operating Income - Yard Trash	343418	28,316	52,484	37,528	35,652	35,901	36,152	36,406	36,661
Operating Income - Landfill Yard Trash Bagged	343420	931	40,774	226	215	217	218	219	221
Resource Recovery (metals, etc)	343451	5,788	106,973	77,673	73,789	74,305	70,590	74,826	71,085
Hazardous Waste	343453	34,486	26,290	29,377	27,908	28,103	26,698	28,300	26,885
Recycling Promotional Services	343461	35,000	33,250	37,158	35,300	35,325	35,350	33,953	34,191
Rural Waste Services Center Permit	343462	188,973	206,789	-	-	-	-	-	-
Recyclable Materials	343463	-	87,595	79,697	75,712	76,242	76,776	77,313	77,854
Interest Income - Investment	361110	171,957	98,065	-	-	-	-	-	-
Pool Interest Allocation	361111	98,532	45,220	139,900	132,905	134,234	135,576	136,932	138,301
Net Incr(decr) In Fmv Of Investment	361300	(265,417)	-	-	-	-	-	-	-
Rents And Royalties	362000	18,151	16,509	16,384	15,565	16,032	16,513	17,008	17,518
Equipment Buyback	364100	-	-	52,632	50,000	-	-	-	-
Other Scrap Or Surplus	365900	255,015	25,486	26,822	25,481	25,663	25,843	26,024	26,207
Transfer From Fund 126	381126	458,540	453,502	1,017,985	1,017,985	1,324,993	1,098,777	1,116,107	1,134,307
Total Revenues		10,966,572	10,716,603	12,156,197	11,599,286	12,498,197	12,701,653	13,159,412	13,385,878
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Landfill Improvements	036002-534	11,032	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Solid Waste Facility Heavy Equip. & Vehicle Replacement	036003-534	160,311	31,000	15,000	15,000	388,000	-	40,000	40,000
Transfer Station Heavy Equip Replacement	036010-534	73,964	113,125	111,545	111,545	395,000	165,000	470,000	470,000
Transfer Station Improvements	036023-534	15,238	338,665	150,852	150,852	150,852	150,852	150,852	150,852
Solid Waste Master Plan	036028-534	68,835	-	-	-	-	-	-	-
Rural/Hazardous Waste Vehicle and Equipment Replacement	036033-534	-	18,000	-	-	-	-	-	-
Pre-Fabricated Buildings	036041-534	32,498	45,000	-	-	-	-	-	-
Hazardous Waste Vehicle and Equipment Replacement	036042-534	43,057	-	-	-	-	96,000	-	-
Capital Landfill Closure	036043-534	2,718,406	-	-	-	-	-	-	-
Yard Waste	416-534	448,804	417,092	388,687	388,181	400,895	414,419	428,442	447,036
Rural Waste Service Centers	437-534	625,623	659,917	684,205	680,923	696,460	712,772	729,836	747,754
Transfer Station Operations	441-534	6,885,029	7,079,329	8,319,557	8,315,757	8,465,791	8,620,474	8,778,915	8,941,222
Solid Waste Management Facility	442-534	389,362	555,284	455,367	454,849	458,523	462,355	466,347	470,508
Hazardous Waste	443-534	746,215	696,707	723,161	722,619	736,839	751,594	766,899	782,780
MIS Automation - Solid Waste Fund	470-534	22,840	24,044	-	-	25,385	25,532	25,680	25,829
Solid Waste - Risk	495-534	21,625	20,385	20,752	20,752	21,130	21,520	21,921	21,921

Leon County Fiscal Year 2020 Tentative Budget

Solid Waste (401)

Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Indirect Costs - Solid Waste	499-534	-	583,000	600,000	600,000	618,000	637,000	656,000	675,000
Tax Collector	513-586	29,902	32,620	33,598	33,598	34,606	35,644	36,713	36,713
Transfers	950-581	51,918	82,435	85,210	85,210	86,716	88,267	89,865	91,511
Budgeted Reserves - Solid Waste Fund	990-599	-	-	-	-	-	500,224	477,942	464,752
Total Appropriations		12,344,658	10,716,603	11,607,934	11,599,286	12,498,197	12,701,653	13,159,412	13,385,878
Revenues Less Appropriations		(1,378,087)	-	548,263	-	-	-	-	-

Notes:

The Solid Waste fund is an enterprise fund and is supported by an assessment and tipping fees collected at the Transfer Station. For FY 2020, as part of the implementation of the Multi-year Fiscal Plan, the County avoided raising the non-ad valorem assessment by 70% from \$40 to \$68 annually by increasing the general revenue transfer to the fund to support increases in the recycling and hauling and disposal contracts. The Multi-year fiscal plan also included the elimination of the Rural Waste Service Centers (RWSC) fees and will entirely support the RWSCs with general revenue. FY 2020 capital funding is included for Landfill Improvements, Transfer Station Improvements, various vehicle and heavy equipment replacements.

In support of the Multi-year fiscal plan, an additional \$564,483 in general revenue is programmed for transfer to support solid waste operations.

Leon County Fiscal Year 2020 Tentative Budget

Insurance Service (501)

Fund Type: Internal Services

The Insurance Service Fund is an internal service fund established in support of general County operations. Major revenue sources of the Insurance Service Fund include proceeds from interdepartmental billings. The fund is used to account for resources and expenditures associated with assessed premiums, claims, and administration of the County's Risk Management Program related to auto and property liability, workers' compensation, and other types of insurance.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	93,970	40,375	44,400	42,180	42,602	43,027	43,458	43,892
Net Incr(decr) In Fmv Of Investment	361300	(64,486)	-	-	-	-	-	-	-
Transfer From Fund 145	381145	-	42,665	40,200	40,200	40,602	41,008	41,418	41,832
Departmental Billings	394000	132	-	-	-	-	-	-	-
Vehicle Insurance	396100	341,390	295,628	320,491	320,491	323,695	326,933	330,202	333,504
General Liability	396200	522,459	519,542	540,535	540,535	545,756	551,213	556,725	562,292
Aviation Insurance	396300	37,936	44,900	46,500	46,500	46,965	47,435	47,909	48,388
Property Insurance	396400	978,840	796,680	744,056	744,056	751,496	759,011	766,601	774,267
Workers Compensation Insurance	396600	1,804,303	1,634,075	2,069,722	2,069,722	2,090,419	2,111,323	2,132,436	2,153,760
Total Revenues		3,714,543	3,373,865	3,805,904	3,803,684	3,841,535	3,879,950	3,918,749	3,957,935
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Risk Management	132-513	212,412	196,608	207,475	206,993	211,323	215,829	220,515	225,393
MIS Automation-Risk Fund	470-513	-	223	257	257	260	263	266	269
Insurance Service - Risk	495-596	425	447	465	465	465	465	465	465
Indirect Costs - Insurance Service	499-596	30,000	32,000	40,000	40,000	41,000	42,000	44,000	45,000
Workers' Comp Risk Management	821-596	3,419,628	3,126,368	3,538,278	3,538,278	3,571,806	3,605,668	3,639,870	3,674,413
Transfers	950-581	1,100,000	-	-	-	-	-	-	-
Budgeted Reserves - Insurance Service	990-599	-	18,219	17,209	17,691	16,681	15,725	13,633	12,395
Total Appropriations		4,762,465	3,373,865	3,803,684	3,803,684	3,841,535	3,879,950	3,918,749	3,957,935
Revenues Less Appropriations		(1,047,922)	-	2,220	-	-	-	-	-

Notes:

For FY 2020, reflects an increase in the in funding for the County's self insurance for workers' compensation claims.

Leon County Fiscal Year 2020 Tentative Budget

Communications Trust (502)

Fund Type: Internal Services

The Communications Trust Fund is an internal service fund established to account for the resources and expenditures associated with the County's communication network, which includes the telephone and internet systems. The individual departments and agencies are assessed based on the number of internet connections, data lines, and telephone usage within their individual areas.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	2,080	-	-	-	-	-	-	-
Departmental Billings	394000	379,579	858,689	782,957	782,957	940,786	950,197	959,699	969,293
Departmental Billings - MIS Automation	394200	604,127	394,933	177,784	177,784	429,951	434,250	438,593	442,978
Appropriated Fund Balance	399900	-	-	396,427	396,427	-	-	-	-
Total Revenues		985,786	1,253,622	1,357,168	1,357,168	1,370,737	1,384,447	1,398,292	1,412,271
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Communications Trust	900-590	752,172	1,253,622	1,357,168	1,357,168	1,370,737	1,384,447	1,398,292	1,412,271
Total Appropriations		752,172	1,253,622	1,357,168	1,357,168	1,370,737	1,384,447	1,398,292	1,412,271
Revenues Less Appropriations		233,614	-	-	-	-	-	-	-

Notes:

Increase associated with an increase in repair and maintenance costs and upgrades to the phone system in addition to communication charges from the State of Florida, Department of Management Services. Department billings to general fund are reduced for one year due to the appropriation of accumulated fund balance.

Leon County Fiscal Year 2020 Tentative Budget

Motor Pool (505)

Fund Type: Internal Services

The Motor Pool Fund is an internal service fund established to account for the costs associated with operating and maintaining the County's fleet of vehicles and heavy equipment. This internal service fund generates its revenues from direct billings by the Fleet Management Department to other departmental users. Fuel purchased by the Fleet Management Department is supplied to departmental users at cost plus a minor surcharge. Repairs and maintenance performed by the Fleet Management Department are charged to users at the costs of parts plus an applicable shop rate.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Pool Interest Allocation	361111	1,561	-	-	-	-	-	-	-
Departmental Billings - Fleet	394100	1,498,382	1,412,208	1,467,361	1,467,361	1,481,827	1,496,425	1,511,146	1,526,001
Gas And Oil Sales	395100	1,168,479	1,317,220	1,435,895	1,435,895	1,450,254	1,464,756	1,479,404	1,494,198
Total Revenues		2,668,422	2,729,428	2,903,256	2,903,256	2,932,081	2,961,181	2,990,550	3,020,199
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Fleet Maintenance	425-591	2,788,692	2,718,129	2,895,112	2,891,643	2,920,449	2,949,530	2,978,880	3,008,510
MIS Automation - Motor Pool Fund	470-519	1,710	1,884	2,198	2,198	2,217	2,236	2,255	2,274
Fleet Maintenance - Risk	495-591	9,178	9,415	9,415	9,415	9,415	9,415	9,415	9,415
Transfers	950-581	25,000	-	-	-	-	-	-	-
Total Appropriations		2,824,580	2,729,428	2,906,725	2,903,256	2,932,081	2,961,181	2,990,550	3,020,199
Revenues Less Appropriations		(156,157)	-	(3,469)	-	-	-	-	-

Notes:

Increase reflects a rise in diesel fuel costs. The increase also includes funding for vehicle monitoring software to track and improve fuel efficiency.

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2019/2020 tentative budget; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation with Leon County has been certified by the County Property Appraiser to the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit as \$21,008,388; and

WHEREAS, the Board of County Commissioners for the Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has computed a proposed millage rate necessary to fund the tentative Emergency Medical Services Municipal Service Taxing Unit budget other than the portion of the budget to be funded from sources other than this ad valorem tax; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and place at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 17, 2019 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, that:

The Fiscal Year 2019/2020 tentative aggregate millage rate is 8.8144 mills (*0.5000 mills – Emergency Medical Services MSTU and 8.3144 mills – Countywide*), which is above the rolled-back rate of 8.6459 by 1.95%.

Adopted this 17th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

ATTEST:

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

BY: _____
Gwendolyn Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2019/2020 tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and place at which a public hearing would be held to consider the tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 17, 2019 for the purpose of hearing requests and complaints from the public regarding the tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, set forth the appropriations and revenue estimate, attached hereto as Exhibit A, for the tentative Emergency Medical Services Municipal Service Taxing Unit budget for Fiscal Year 2019/2020 for the amount of \$21,008,388;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, that:

The Fiscal Year 2019/2020 tentative Emergency Medical Services Municipal Service Taxing Unit (Fund 135) budget be adopted by fund as it appears in the attached Exhibit A.

Adopted this 17th day of September, 2019.

LEON COUNTY, FLORIDA

BY: _____
Jimbo Jackson, Chairman
Board of County Commissioners

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

BY: _____
Gwendolyn Marshall, Clerk

Approved as to Form:
Leon County Attorney's Office

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

EXHIBIT A

Leon County Fiscal Year 2020 Tentative Budget

Emergency Medical Services MSTU (135)

Fund Type: Special Revenue

The Emergency Medical Services MSTU Fund is a special revenue fund established in FY 2004 for emergency medical and transport services. The primary revenue sources are transport fees paid primarily by medical insurance, Medicare and the Emergency Medical Services Municipal Services Taxing Unit.

Revenue Sources	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
MSTU Ad Valorem	311130	7,518,062	7,894,311	8,812,797	8,372,157	8,874,487	9,207,279	9,552,553	9,991,970
Delinquent Taxes 2004	311204	-	-	-	-	-	-	-	-
Delinquent Taxes 2006	311206	9	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	72	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	32	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	644	-	-	-	-	-	-	-
Delinquent Taxes 2011	311211	442	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	450	-	-	-	-	-	-	-
Delinquent Taxes 2013	311213	692	-	-	-	-	-	-	-
Delinquent Taxes - 2014	311214	1,838	-	-	-	-	-	-	-
Delinquent Taxes-2015	311215	4,686	-	-	-	-	-	-	-
Delinquent Taxes-2016	311216	5,313	-	-	-	-	-	-	-
Ambulance Fees	342600	10,380,289	10,108,000	11,045,400	10,493,130	10,702,985	10,917,020	11,135,425	11,358,105
Medicaid - Ambulance Fees	342601	-	200,000	210,526	200,000	200,000	200,000	200,000	200,000
Special Events	342604	151,139	267,900	265,400	252,130	259,730	267,520	275,500	283,765
Patient Transports	342605	12,983	9,025	23,000	21,850	21,850	21,850	21,850	21,850
Pool Interest Allocation	361111	82,407	190,665	162,000	153,900	155,439	156,993	158,564	160,149
Net Incr(decr) In Fmv Of Investment	361300	(44,103)	-	-	-	-	-	-	-
Contributions And Donations	366000	8,000	-	-	-	-	-	-	-
Refund Of Prior Year Expenses	369300	997	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	8,550	-	-	-	-	-	-	-
Transfer From Fund 001	381001	-	-	-	-	2,000,000	2,090,000	2,152,700	2,217,281
Transfer From Fund 140	381140	-	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Appropriated Fund Balance	399900	-	1,633,893	1,315,221	1,315,221	-	-	-	-
Total Revenues		18,132,503	20,503,794	22,034,344	21,008,388	22,414,491	23,060,662	23,696,592	24,433,120
Appropriations by Department/Division	Acct #	Actual FY 2018	Adopted FY 2019	Requested FY 2020	Budget FY 2020	Planned FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024
Emergency Medical Services Vehicle & Equipment Replacement	026014-526	1,212,324	1,360,000	1,302,000	1,302,000	1,305,000	1,350,000	1,575,000	1,655,000
New Emergency Medical Services Vehicle & Equipment	026021-526	14,717	-	-	-	-	-	-	-
Emergency Medical Services Technology	076058-526	1,417	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Emergency Medical Services	185-526	17,207,424	17,604,362	18,086,315	18,049,763	18,394,381	18,753,043	19,126,259	19,513,227
MIS Automation - EMS Fund	470-526	13,145	14,053	-	-	16,926	17,037	17,149	17,262
EMS - Risk	495-526	60,286	63,230	63,230	63,230	63,230	63,230	63,230	63,230
Indirect Costs - EMS	499-526	1,481,000	1,281,000	1,406,000	1,406,000	1,448,000	1,492,000	1,536,000	1,582,000
Tax Collector	513-586	150,144	156,149	162,395	162,395	162,395	162,395	162,395	162,395
Transfers	950-581	23,423	-	-	-	-	-	-	-
Budgeted Reserves - EMS Fund	990-599	-	-	-	-	999,559	1,197,957	1,191,559	1,415,006
Total Appropriations		20,163,881	20,503,794	21,044,940	21,008,388	22,414,491	23,060,662	23,696,592	24,433,120
Revenues Less Appropriations		(2,031,378)	-	989,404	-	-	-	-	-

Notes:

A 6.05% increase in property valuations generated increased ad valorem revenue for this fund. On April 24, 2018 the Board approved a 24% fee reduction in ambulance fees effective June 1, 2018. Due to outstanding receivable billings, the fee reduction did not directly affect FY18 collections. Actual collections are projected to increase in FY 2019 due to the collection of outstanding billings from the previous rates. Revenue is anticipated to decline then moderate as new billings at lower rates are collected.

For FY 2020, as part of the approved Multi-year fiscal plan, beginning in FY 2021, \$2.0 million in general revenue from debt service savings will be transferred to the EMS fund thereby eliminating the need increase the EMS MSTU to support program expenditures. This will eliminate the use of fund balance in FY 2021. In future budget years, the general revenue transfer to the EMS fund is planned to increase at the rate of property tax growth thereby allowing fund balances to stay within policy limits.

The budgeted reserves starting FY 2022 are for additional crews, ambulances, vehicles and equipment as needed.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #26

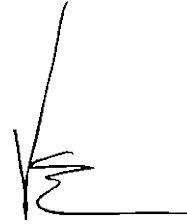
Leon County Board of County Commissioners

Agenda Item #26

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: First of Two Public Hearings to Adopt the Second Amendment to the Fallschase Development Agreement.

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Scott Brockmeier, Development Services Administrator

Statement of Issue:

This item requests the Board conduct the first of two Public Hearings to adopt the Second Amendment to the Fallschase Development Agreement removing a requirement to construct a national drug store in the Fallschase Village Center, as requested by the developer and agreed to by the Buck Lake Alliance.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first of two Public Hearings to adopt the Second Amendment to the Fallschase Development Agreement (Attachment #1).

Option #2: Schedule the second and final Public Hearing to adopt the Second Amendment to the Fallschase Development Agreement for October 15, 2019 at 6:00 p.m.

Report and Discussion

Background:

Leon County and AIG-Baker entered into a Chapter 163 (Florida Statutes) Development Agreement in 2005 (Agreement). The Agreement contains the obligations of both parties and established various procedures, development standards, and conditions that control development of the Fallschase property. The Agreement provides development entitlements of up to 750,000 square feet of commercial/retail use, 1,514 dwelling units, and 35,000 square feet of office use. A Planned Unit Development (PUD) zoning district and Conceptual Master Plan were later adopted by the Board of County Commissioners (Board) on January 31, 2006 (Leon County Ordinance No. 06-02). The Agreement and PUD is binding on all parties, as well as successors in interest.

The Agreement incorporates a separate agreement between the Buck Lake Alliance (BLA) and the former owner of the property, AIG-Baker Development, LLC, referred to as the Fallschase - Buck Lake Agreement (BLA Agreement). The BLA is a non-profit organization of citizens and stakeholders that represent much of the Buck Lake community. The Agreement incorporates the BLA Agreement as Exhibit H and further states the terms and conditions expressed in the BLA Agreement "shall have the same force and effect as all other terms of this agreement." Additionally, the Agreement states that "all exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference." The developers of Fallschase and the County must therefore adhere to the terms of the BLA Agreement.

The BLA Agreement includes terms and conditions pertaining to the development of the commercial and residential components of the Fallschase PUD, including minimum architectural design and restrictions on building size. The BLA Agreement also includes a condition that requires construction of a national drug store in the Fallschase Village Center to be located on the corner of Lagniappe Way and Mahan Drive (Attachment #2). As stated in the BLA Agreement, "the Village Center stores shall contain one national drug store not to exceed 16,000 square feet, located at the corner of Mahan Drive and the new commercial center access road, and one additional single owner/tenant store not to exceed 25,000 square feet." The corner parcel referred to in the BLA Agreement is the southeast intersection of Lagniappe Way and Mahan Drive. The developer and the BLA have agreed to remove the requirement to construct a national drug store in the Fallschase Village Center and have provided a signed copy of the amendment to the BLA Agreement (Attachment #1).

A developer representing Chipotle Mexican Grill, recently approached the County and the BLA with interest in acquiring the corner parcel that was intended for the national drug store with a proposal to develop the parcel with an approximate 2,000 square foot restaurant. Site and development plan approval for a proposed restaurant on the subject property cannot transpire until the BLA Agreement is amended through Board action. In anticipation of filing a site and development plan application with the County, the developer met with the BLA, the Planning Department's Design Works Studio and the Department of Development Support and Environmental Management staff to secure design concepts for the site.

Analysis:

The amendment to the BLA Agreement releases the developer from constructing a drug store at the intersection of Lagniappe Way and Mahan Drive. Since the Agreement was adopted in 2005, several drug stores have opened in close vicinity, including those within the Fallschase Wal-Mart, Costco, and Publix in the nearby Mahan Village shopping center. The Commercial Mixed-Use District of the Fallschase PUD, where the subject property is located, is intended to allow for a mix of land uses within the Fallschase Village Center. Restaurants and/or retail are both permissible land uses in this district.

At the time of permitting, layout and design of the structure(s) on the site is required to meet the architectural, layout, and design standards set forth in the Fallschase Village Center Building and Site Design Guidelines and Standards Manual (Design Manual). The Design Manual was adopted by the Board on June 9, 2015. Since adoption of the Design Manual, several projects have been constructed within the Village Center or Village District of the Fallschase PUD implementing Design Manual enhancements: increased architectural detail, Low Impact Design, and decorative lighting (CMX theater, Applebee's, and a retail building adjacent to Mahan Drive).

The associated trip reservations (traffic concurrency) in the PUD would not be affected by the change since they were generally captured as 'commercial' trips. At the time an application for development review is filed for the subject property, a concurrency application with site-specific data will be reviewed by the Concurrency Manager with DSEM, and the necessary updates to total trip reservations captured under the Fallschase PUD will be added. The Tallahassee-Leon County Planning Department has reviewed the proposed amendment and found it consistent with the Tallahassee-Leon County Comprehensive Plan.

Chapter 163.3225, Florida Statutes, requires local government to conduct at least two Public Hearings prior to adopting an amendment to a development agreement. A second and final Public Hearing is requested for October 15, 2019. Notice of this first Public Hearing was published in the *Tallahassee Democrat* (Attachment #3).

Options:

1. Conduct the first of two Public Hearings to adopt the Second Amendment to the Fallschase Development Agreement (Attachment #1).
2. Schedule the second and final Public Hearing to adopt the Second Amendment to the Fallschase Development Agreement for October 15, 2019 at 6:00 p.m.
3. Board direction.

Recommendation:

Options #1 and #2

Title: First of Two Public Hearings to Adopt the Second Amendment to the Fallschase
Development Agreement
September 17, 2019
Page 4

Attachments:

1. Second Amendment to the Fallschase Development Agreement
2. Location Map
3. Legal Ad

**SECOND AMENDMENT TO FALLSCHASE
DRI DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO FALLSCHASE DRI DEVELOPMENT AGREEMENT (the “Second Amendment to Development Agreement”) is entered into this _____ day of _____, 2019, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”), and FALLSCHASE II SPE LLC, an Ohio limited liability company (“Fallschase II”) (the County and Fallschase II being hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, on December 12, 2005, the County and AIG-Baker Tallahassee, L.L.C., a Delaware limited liability company (hereinafter “AIG”), entered into the Fallschase DRI Development Agreement, which was recorded at Book 3420, Page 2132 in the Public Records of Leon County, Florida (the “Development Agreement”); and

WHEREAS, on September 29, 2014, the Development Agreement was amended to extend its term an additional ten (10) years, to December 12, 2025, in that Agreement for the Extension of the Fallschase DRI Development Agreement recorded at Book 4730, Page 302 of the Public Records of Leon County, Florida (the “Extension Agreement”); and

WHEREAS, attached to and made a part of the Development Agreement as Exhibit “H” is the Buck Lake – Fallschase Agreement by and between AIG and The Buck Lake Alliance, a Florida corporation (“BLA”); and

WHEREAS, Fallschase II is the successor in interest to AIG and owner of the remaining undeveloped property that is the subject of the Development Agreement; and

WHEREAS, Fallschase II and BLA desire to amend the Buck Lake – Fallschase Agreement by entering into a First Amendment to Buck Lake – Fallschase Agreement, to provide for one or more single owner/tenant retail or other business entity building not to exceed 10,000 square feet, and remove the requirement for a national drug store not to exceed 16,000 square feet in the area known as Village Center; and

WHEREAS, to amend the Buck Lake – Fallschase Agreement will also require removing and replacing Exhibit “H” of the Development Agreement; and

WHEREAS, this Second Amendment to Development Agreement will remove and replace the Buck Lake – Fallschase Agreement with the First Amendment to Buck Lake – Fallschase Agreement, a copy of which is attached hereto and made a part hereof as Composite Exhibit “H”; and

WHEREAS, pursuant to Section 163.3225, Florida Statutes (2018), the Board of County Commissioners is required to conduct two duly noticed public hearings to consider and approve the Second Amendment to Development Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Development Agreement is amended by removing and replacing the Buck Lake – Fallschase Agreement, which is attached to and made a part of the Development Agreement as Exhibit “H”, with the First Amendment to Buck Lake – Fallschase Agreement, a copy of which is attached hereto and made a part of this Second Amendment to Development Agreement as Composite Exhibit “H”.

2. Except as provided herein, the terms and provisions of the Development Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties evidence their agreement through the execution of this Second Amendment to Development Agreement by their duly authorized signatories.

WITNESSES: **FALLSCHASE II SPE LLC,**
an Ohio limited liability company

Witness Signature

By: _____
Signature

Print Name

Print Name

Witness Signature

Print Title

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of Fallschase II SPE LLC, an Ohio limited liability company, on behalf of said entity, who () is personally known to me, or () who has produced _____ as identification.

Notary Public, State of _____

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

Composite Exhibit H

Prepared by and Return to:
Lawrence V. Ansbacher, Esq.
Ansbacher & Schneider, P.A.
5150 Belfort Road, Building 100
Jacksonville, Florida 32256

FIRST AMENDMENT TO
BUCK LAKE – FALLSCHASE AGREEMENT

This FIRST AMENDMENT TO BUCK LAKE – FALLSCHASE AGREEMENT (“First Amendment”) is entered into and made effective this ____ day of _____, 2019 by and between Fallschase II SPE LLC, an Ohio limited liability company (“Fallschase”) as successor to AIG Baker Development, L.L.C., a Delaware limited liability company (“AIG”) and The Buck Lake Alliance, a Florida corporation (“BLA”). Fallschase and BLA mutually agree this First Amendment shall be incorporated by reference into the Development Agreement as identified below.

RECITALS

WHEREAS, on November 28th, 2005, AIG and BLA entered into the Buck Lake- - Fallschase Agreement (“Fallschase Agreement”) being Exhibit H to the Fallschase DRI Development Agreement, recorded in Official Records Book 3420, Page 2132 as thereafter extended in that Agreement for the Extension of the Fallschase DRI Development Agreement recorded Official Records Book 4730, Page 302 all of the Public Records of Leon County, Florida (collectively “Development Agreement”).

WHEREAS, the parties desire to modify the Fallschase Agreement as hereafter provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The text of Section 2 as provided in the Fallschase Agreement being:

“2. The area east of Mahan Drive, north of the new commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase, as shown on Exhibit B.2 of the Fallschase Development Agreement, will be known as the “Village Center.” The Village Center architecture will be equal to or better than the architecture of AIG’s Patton Creek center. See photos attached as composite Exhibit “2.” The Village Center stores shall include one national drug store not to exceed 16,000 square feet, located at the corner of Mahan Drive and the new commercial center access road, and one additional single owner/tenant store not to exceed 25,000 square feet. All other buildings for single owners/tenants shall not exceed 10,000 square feet. Any larger buildings shall be designed for multiple owners or multiple tenants. The theatre will conform to the style and materials of the Village Center, but certain design features and signage required to maintain the owner/tenant’s corporate identity shall be determined by the owner/tenant.”

is hereby deleted in its entirety and replaced with the following:

“2. The area east of Mahan Drive, north of the new commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase, as shown on Exhibit B.2 of the Fallschase Development Agreement, will be known as the “Village Center.” The Village Center architecture will be equal to or better than the architecture of AIG’s Patton Creek center. See photos attached as composite Exhibit “2.” The Village Center stores may include one or more single owner/tenant retail or other business entity building located at the corner of Mahan Drive and Lagniappe Way not to exceed 10,000 square feet and in compliance with all of the requirements of the Fallschase Village Center Building and Site Design Guidelines and Standard Manual, (“Design Manual”). All other buildings for single owners/tenants shall not exceed 10,000 square feet. Any larger buildings shall be designed for multiple owners or multiple tenants. The theatre will conform to the style and materials of the Village Center, but certain design features and signage required to maintain the owner/tenant’s corporate identity shall be determined by the owner/tenant.”

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this First Amendment by their duly authorized signatories.

All signatures appear on following page(s).

1st Witness: Tami Touchette
Print Name: TAMI TOUCHETTE

Fallschase II SPE LLC,
an Ohio limited liability company

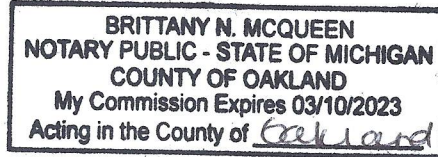
2nd Witness: Brittany McQueen
Print Name: Brittany McQueen

By: [Signature]
Print Name: Daniel L. Stern
Its: Authorized Signer
Date of Execution: _____

STATE OF FLORIDA MICHIGAN
COUNTY OF Oakland

The foregoing instrument was witnessed and acknowledged before me this 15th day of August, 2019 by Daniel Stern, Authorized Signer of Fallschase II SPE LLC, a limited liability company, on behalf of said entity () who is/are all personally known to me or (X) who have produced _____ (Florida Driver's License) as identification.

Brittany McQueen
Notary Public, State of Michigan
My Commission Expires 03/10/2023



1st Witness: _____
Print Name: _____

Buck Lake Alliance, inc,
A Florida corporation

2nd Witness: _____
Print Name: _____

By: _____
Print Name: _____
Its: _____
Date of Execution: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was witnessed and acknowledged before me this _____ day of _____, 2019 by _____, _____ of _____, a _____, on behalf of said entity () who is/are all personally known to me or () who have produced _____ (Florida Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: _____
Print Name: _____

Fallschase II SPE LLC,
an Ohio limited liability company

2nd Witness: _____
Print Name: _____

By: _____
Print Name: Daniel L. Stern
Its: Authorized Signer
Date of Execution: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was witnessed and acknowledged before me this _____ day of _____, 2019 by _____, _____ of _____, a _____, on behalf of said entity () who is/are all personally known to me or () who have produced _____ (Florida Driver's License) as identification.

Notary Public, State of _____
My Commission Expires _____

1st Witness: [Signature]
Print Name: Ryan D. Culppir

Buck Lake Alliance, inc,
A Florida corporation

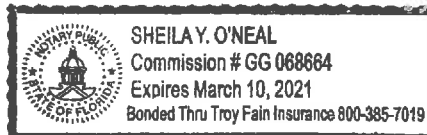
2nd Witness: [Signature]
Print Name: SCOT BROCKMEIER

By: [Signature]
Print Name: Gerry Miller
Its: _____
Date of Execution: 8/14/19

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was witnessed and acknowledged before me this 14 day of August, 2019 by Gerald W. Miller, _____ of Buck Lake Alliance, Inc, a _____, on behalf of said entity () who is/are all personally known to me or () who have produced M460-299-51-369-0 (Florida Driver's License) as identification.

[Signature]
Notary Public, State of Florida
My Commission Expires March 10, 2021



BUCK LAKE--FALLSCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 28th day of November, 2005, by and between AIG BAKER DEVELOPMENT, L.L.C., a Delaware Limited Liability Company and/or its successors and assigns, (hereafter "AIG") and The Buck Lake Alliance, a Florida corporation, (hereafter "BLA"). AIG and BLA mutually agree that the following terms and conditions shall be incorporated by reference into the Fallschase Development Agreement (hereafter "the Development Agreement") between Leon County and AIG. This Agreement shall be an exhibit to the Development Agreement, and the terms and conditions set out below shall have the same force and effect as if said terms and conditions were set out in the Development Agreement.

A. Commercial Development

1. The total retail commercial development on the site will be 750,000 square feet, and the total office development on the site will be 35,000 square feet. The mixed use development shall be drawn from these totals. AIG will adhere to the Letter of Intent from Ronald L. Carlson, Executive Vice-President -- Development, AIG Baker Shopping Center Properties, L.L.C., to the Buck Lake Alliance dated November 18, 2005, attached hereto as Exhibit "1," expressing AIG's commitment to a quality development. The Buck Lake Alliance acknowledges that this letter is a statement of intent, and is not enforceable by legal action. The Buck Lake Alliance may refer to the Letter of Intent in regard to the PUD Concept Plan or later site plans if it believes that AIG is departing from the intent expressed therein.
2. The area east of Mahan Drive, north of the new commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase, as shown on Exhibit B.2 of the Fallschase Development Agreement, will be known as the "Village Center." The Village Center architecture will be equal to or better than the architecture of AIG's Patton Creek center. See photos attached as composite Exhibit "2." The Village Center stores shall include one national drug store not to exceed 16,000 square feet, located at the corner of Mahan Drive and the new commercial center access road, and one additional single owner/tenant store not to exceed 25,000 square feet. All other buildings for single owners/tenants shall not exceed 10,000 square feet. Any larger buildings shall be designed for multiple owners or multiple tenants. The theatre will conform to the style and materials of the Village Center, but certain design features and signage required to maintain the owner/tenant's corporate identity shall be determined by the owner/tenant.
3. The main commercial area located generally south of the new east-west access road, east of the Fallschase property boundary, and west of the new north-south entrance road, as shown on Exhibit B.2, may include larger stores, not to exceed a total of 500,000 square feet for all stores in this area. The larger stores will be designed to compliment the village center appearance.
4. The two ponds located on either side of Fallschase Boulevard at the south end of the commercial area will be wet detention stormwater treatment facilities for all commercial and office facilities and associated parking areas south of Buck Lake Road. These ponds will be

Exhibit "H"

J.D.
11/28/05
RC

designed consistent with the best practices of civil engineering design to minimize the unlikely event of a failure.

5. AIG agrees to extend the landscaping proposed to border Buck Lake Road along Mahan Drive adjacent to Fallschase as shown on Exhibit "B.3" of the Development Agreement.

6. AIG agrees to a 4 story height limit throughout the mixed use area, located east of the north-south entrance road and south of Buck Lake Road, as shown on Exhibit B.2 of the Development Agreement.

B. Residential Development

8. The total number of residential units shall be 1,514 (757 single family and 757 multi-family). AIG agrees to a 3 story height limit for residential structures adjacent to Buck Lake Road. All other residential structures will be limited to 5 stories and 70 feet maximum building height.

9. AIG agrees to a minimum 30 foot vegetated buffer along the entire eastern boundary of Fallschase, and along the northern boundary beginning at the northeastern corner of the Property and extending west to Davis Road.

10. AIG agrees that multi-family residential will not be located adjacent to the lakefront, or adjacent to the eastern boundary, or adjacent to the western boundary south of the commercial and mixed use development.

11. If AIG acquires additional property adjacent to Buck Lake Road, it will be limited to residential uses.

12. AIG will adhere to the lighting standards set out in Exhibit "D, VI, and VII" to the Development Agreement to avoid unnecessary spillover of light into the atmosphere (upward) or off the Fallschase property.

C. Lakefront Single-family Lots

13. All lakefront lots, except the lots on the two "fingers," will be platted as depicted on Exhibit B. 4 of the Development Agreement, so that each house will be located above the 51 foot contour. Houses will be elevated 3 feet above the 51 foot contour. The only disturbance below the 51 foot contour will be for swales within the lot to treat stormwater for each individual lot, and for the homeowner's landscaping and maintenance within the lot. Stormwater treatment shall meet or exceed the standards in Exhibit "D" of the Development Agreement.

14. The lakefront lots located on the two fingers, as shown on Exhibit B.4 of the Development Agreement may include a house location below the 51 foot contour. AIG may build retaining walls surrounding the fingers and place additional fill on the fingers as necessary. Otherwise, the only disturbance permitted below the 51 foot contour will be for stormwater treatment and for the homeowner's landscaping and maintenance within the lot. Stormwater

J.D.
"11/2/04"
R/C

treatment shall meet or exceed the standards in Exhibit D of the Fallschase Development Agreement.

D. Weems Neighborhood

15. The letter dated November 18, 2005, from Ronald L. Carlson, Executive Vice-President -- Development, AIG Baker Shopping Center Properties, L.L.C., to The Weems Communities, attached hereto as Exhibit "3" is incorporated herein by reference. The terms and conditions expressed in the letter shall have the same force and effect as all other terms of this Agreement.

E. PUD and Site Plan Review

16. AIG will submit the PUD concept plan and all subsequent site plans (including the commercial area photometric lighting plan) to the BLA Community Committee before it files the plans with County for approval. The Community Committee shall have seven (7) days to review and comment on the plan prior to AIG filing said plans with the County. The Committee's comments shall be advisory only.

17. When AIG closes on the Fallschase DRI property, AIG shall assign all vested development rights for the Fallschase DRI/PUD in excess of those approved in the Development Agreement to the portion of the Southern Property to be donated to Leon County. At the same time, AIG shall release, waive, extinguish and otherwise relinquish any and all claims that it may have to vested development rights to develop the Fallschase DRI/PUD at a density in excess of that approved in the Development Agreement. A copy of the assignment, release and waiver shall be recorded in the public records of Leon County, and a copy thereof shall be filed with the Department of Community Affairs and a copy provided to the BLA President.

AIG BAKER SHOPPING CENTER
PROPERTIES, LLC, a Delaware Limited
Liability Company

BUCK LAKE ALLIANCE, *Inc.*
a Florida Corporation

By: *Ronald Carlson*

By: *J.D. Dew*

Printed Name: RONALD L. CARLSON
Title: EXECUTIVE VICE PRESIDENT
Date: 11/28/05

Printed Name: John D. Dew
Title: President, Buck Lake Alliance, Inc.
Date: November 28, 2005



**Composite
Exhibit B**









AIG BAKER
SHOPPING CENTER PROPERTIES, L.L.C.

November 22, 2005

Mr. Leroy Peck
Mr. Jim Wells
The Weems Communities

Re: Fallschase Development issues relating to the Weems Communities

Dear Leroy and Jim:

The following is a listing of the issues we discussed and their resolution.

1. Sewer – We have asked the City of Tallahassee to serve the Fallschase Development with all utilities, including sanitary sewer. While we have confidence the City will provide such utilities, until we have a written commitment we must keep the existing on-site sewer plant as an option to serve the commercial development of Fallschase. Upon receipt of said commitment and our closing of the purchase of the said property, we will issue a letter to you confirming that the sewer plant will be dismantled.
2. Storm Water Management – The ditch along the eastern boundary of Fallschase will be relocated into the 30' easement that presently exists along the Fallschase property line.

The design for the handling of stormwater off the commercial development of the Fallschase property will be subject to best civil engineering design practices and the overflow of stormwater runoff will be directed westerly, in the event of a storm system failure. This overflow will enter the Fallschase stormwater system which will direct stormwater away from the Weems Communities.

The stormwater ponds serving the commercial development of Fallschase will be wet ponds if soils conditions allow. These ponds will be designed under best practices of civil engineering design to minimize the unlikely event of a failure.

3. If the road referred to as Fallschase Boulevard Extension is built, we will restrict commercial truck traffic from using this road through signage. Landscaping and dumpster enclosures will be used to minimize noise from these types of operations.

Exhibit 3

AIG Baker Development, L.L.C.

AIG Baker Real Estate, L.L.C.

AIG Baker Management, L.L.C.

1701 Lee Branch Lane • Birmingham, Alabama 35242 • 205/969.1000 Fax 205/969.1051

4. a. Fallschase Boulevard Extension will contain a buffer strip of no less than 30 feet from the southern curb of the roadway. Plantings in the buffer will include two rows of 3' shrubbery that will grow to 6' at maturity. No less than 125 trees will be planted in the buffer strip.
- b. Retaining Walls. No retaining wall shall exceed 15' in height. If a wall is needed that is higher than 15', there will be a bench of 8' (horizontally) insert in the wall profile. Such walls will be constructed from textured material such as split-face block. Any benches will be landscaped with proper screening materials.
- c. Commercial buildings shall be set back from the northern boundary of the Weems Communities by at least 150 feet.

Fallschase Boulevard Extension – If built, the traffic impacts on Weems Road, the intersection of Weems Road and Easterwood and the intersection of Easterwood and Capitol Circle will be mitigated by the governmental entities involved or by a cost-sharing agreement between the governmental entities and the Fallschase Developer.

No attached housing will border any existing residential community contiguous to the Fallschase property.

We will provide technical data from our lighting engineers that will show that light generation shall be shielded to minimize lighting spillover.

All slopes bordering the Weems Communities will be designed by registered civil engineers utilizing best management practices.

Most of the rear walls of the buildings will be screened by appropriate landscaping and the rear walls will be constructed with split-face block painted in two complementary colors.

We prefer to use evergreen trees in most of our landscaping design with complementing deciduous hardwood trees.

We will provide a six foot combination sidewalk and bike path for the length of the Fallschase Boulevard Extension and pedestrian crossings on the Fallschase Boulevard Extension will be striped and signage will be installed to alert motorists of the crossing.

At the appropriate time, we will appoint a project manager for the commercial development and will provide you with the contact information.


We will meet the county standards for siltation and runoff management during construction. Heavy equipment operation will be restricted to the hours of 6:00 AM to 10:00 PM daily.

AIG Baker Shopping Center Properties welcomes this opportunity to work with the Weems Communities and we look forward to being your neighbors. Please note that the terms offered herein are only between the Weems Communities and AIG Baker Shopping Center Properties and will become effective upon our closing of the purchase of the Fallschase property.

This document will be binding on AIG Baker Development, L.L.C., its successors and assigns, and the homeowner associations of the Weems Communities.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,
AIG Baker Development, L.L.C.



Ronald L. Carlson
Executive Vice President –
Development

cc: Robert Apgar, Esquire
Andrew Lewis

Acceptance:
The Weems Communities

By: _____

Date: _____

Site Location Map

Parcel I.D.:
11-27-30-000-006-1

Property Owner:
Fallschase II SPE, LLC

Acreage:
0.92 Ac

Zoning District:
Fallschase Planned
Unit Development
(PUD)



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “County”) will conduct a public hearing on Tuesday, September 17, 2019, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider an amendment to the Fallschase DRI Development Agreement for the Fallschase development located on Buck Lake Road and Mahan Drive (U.S. Highway 90). The proposed amendment consists of an amendment to the Buck Lake – Fallschase Agreement, which is attached to and made a part of the Fallschase DRI Development Agreement as Exhibit “H”.

The amendment to the Buck Lake – Fallschase Agreement affects the area known as “Village Center,” located east of Mahan Drive, north of the commercial entrance road, extending along Buck Lake Road just past the entrance from Buck Lake Road into Fallschase. The amendment will provide for one or more single owner/tenant retail or other business entity building not to exceed 10,000 square feet, and will remove the requirement for a national drug store not to exceed 16,000 square feet.

The Fallschase DRI Development Agreement sets forth the following types of development uses and building intensities: 750,000 square feet of commercial uses; 35,000 square feet of office space; and 1,514 residential units (757 single family dwellings and 757 multi-family dwellings, but specific population densities were not indicated). The Development Agreement also approved building height limits of 4 stories for the mixed use area, 3 stories for residential structures adjacent to Buck Lake Road, and 5 stories and 70 feet maximum for all other residential structures.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the proposed amendment to Fallschase DRI Development Agreement may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe Street
5th Floor Reception Desk
Tallahassee, Florida 32301

and

Leon County Department of Development Support
and Environmental Management
435 N. Macomb Street
Renaissance Center, 2nd Floor
Tallahassee, Florida 32301

Advertise: September 10, 2019

**Leon County
Board of County Commissioners**

Notes for Agenda Item #27

Leon County Board of County Commissioners

Agenda Item #27

September 17, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: First and Only Public Hearing to Consider a Fifth Amendment to the Southwood Integrated Development Order

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director of Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Ryan Guffey, Concurrency Mgt. Planner, Development Services

Statement of Issue:

This item seeks approval of a proposed fifth amendment to the Southwood Integrated Development Order to redesignate a portion of the existing Development of Regional Impact (DRI) from Mixed Use Industrial to Mixed Use Educational and Institutional. The amendment would allow education/institutional uses on a proposed 10-acre parcel located south of Tram Road for the future home of the Tallahassee Classical School. The proposed fifth amendment to the Integrated Development Order requires the approval of both the County and City Commissions.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and approve the fifth amendment to the Southwood Development of Regional Impact Development Order (Attachment #1).

Report and Discussion

Background:

On June 7, 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 #2). At the July 9th meeting, the Board approved the request for a Public Hearing to consider this fifth amendment. 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 fifth 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 consisted 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, was approved at the Board's May 14, 2019 regular meeting. The fourth amendment was to redesignate a 17 acre Mixed Use Office Commercial parcel to Medium Density Residential was approved by the Board on June 18, 2019.

Analysis:

The St. Joe Company is seeking to amend the master plan as part of the Southwood DRI DO. The amendment would redesignate a portion of property located south of Tram Road and west of Capital Circle Southeast (PID # 31-20-20-002-0010) from MUI-1 to MUEI-5. This change would allow a new 10-acre parcel to be utilized for education/institution use, for the future home of the Tallahassee Classical School. In addition, the applicant plans on converting 150,000 square feet of industrial square footage in trip generation entitlements to 50,000 square feet of education/institution use for no net increase in traffic. The applicant utilized City of Tallahassee data specific to charter schools, which required a greater offset in entitlements than that originally used in the request for Public Hearing agenda item. The trip generation was formerly based on

data from Institute of Transportation Engineering (ITE) Trip Generation, 7th Edition for public schools, which was lower than the locally established rate from the City of Tallahassee.

The fifth amendment to the Southwood Integrated Development Order was found consistent with the Tallahassee-Leon County Comprehensive Plan by the Planning Commission at their September 3, 2019 Public Hearing. The Planning Commission recommended approval of the proposed Development Order Amendment to both the City and County Commissions and also recommended approval of the associated Planned Unit Development (PUD) amendment to the City Commission. The City of Tallahassee will also hold a Public Hearing on the proposed Development Order Amendment and associated PUD amendment, which is tentatively scheduled for September 25, 2019.

The Notice of the Public Hearing on the proposed fifth amendment was advertised consistent with all legal requirements (Attachment #3).

Options:

1. Conduct the first and only Public Hearing and approve the fifth amendment to the Southwood Integrated Development Order (Attachment #1).
2. Conduct the first and only Public Hearing and do not approve the fifth amendment to the Southwood Integrated Development Order.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Fifth Amendment to the Southwood DRI Integrated Development Order
2. Request for the Fifth an Amendment to the DRI Integrated Development Order
3. Notice of Public Hearing

FIFTH 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, 1999-2012 (the “Integrated Development Order”), was approved by the Tallahassee City Commission on January 25, 2012 and the Leon County Board of County Commissioners on July 10, 2012; and

WHEREAS, an administrative amendment to the Integrated Development Order was 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 Leon County Commission on March 12, 2019 and the Tallahassee City Commission on March 27, 2019 which approved the Florida State University School project; and

WHEREAS, the third amendment to the Integrated Development Order was approved by the Leon County Commission on May 14, 2019 and the Tallahassee City Commission on May 15, 2019 which approved the Creative Child Learning Center and Pruitt Health expansions and established the Land Use Conversion Table as Exhibit I; and

WHEREAS, the fourth amendment to the Integrated Development Order was approved by the Leon County Commission on June 18, 2019 and the Tallahassee City Commission on June 19, 2019 which approved the Medium Density Residential 17 (MDR-17) project; and

WHEREAS, the St. Joe Company on June 7, 2019 submitted an application to amend the Integrated Development Order (the “Amendment”) to re-designate 10 acres of Mixed Use Industrial 1 (MUI-1) as Mixed Use Educational/Institutional 5 (MUEI-5) and convert 150,000 square feet of industrial use entitlements to 50,000 square feet of educational/institutional use entitlements; and

WHEREAS, the re-designation of 10 acres of MUI-1 to MUEI-5 and the conversion of 150,000 square feet of industrial use entitlements to 50,000 square feet of educational/institutional use entitlements are reflected in the amended development entitlements shown herein; and

WHEREAS, the Leon County Board of County Commissioners held a public hearing on September 17, 2019, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and the land development regulations; and

WHEREAS, the Tallahassee City Commission held a public hearing on September 25, 2019, considered the Amendment, and addressed the criteria set forth in the Comprehensive Plan and land development regulations.

NOW THEREFORE, IT IS HEREBY ORDERED BY LEON COUNTY, BOARD OF COUNTY COMMISSIONERS AND THE CITY COMMISSION OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. Section 2.E. to the Integrated Development Order is amended to read as follows:

E. The Southwood DRI shall consist of 3,322 acres as follows:

[1. And 2. no changes]

3. ~~2,630,381~~ 2,480,381 GSF of industrial uses;

[4. no change]

5. ~~494,000~~ 544,000 GSF of educational/institutional uses; and

[6. no change]

Section 2. Exhibit B-1 to the Integrated Development Order is deleted and replaced with amended Exhibit B-1, attached hereto.

Section 3. Exhibit B-2 to the Integrated Development Order is deleted and replaced with amended Exhibit B-2, attached hereto.

Section 4. Exhibit C to the Integrated Development Order is deleted and replaced with amended Exhibit C, attached hereto.

Section 5. Exhibit F to the Integrated Development Order is deleted and replaced with amended Exhibit F, attached hereto.

Section 6. Except as amended herein, the terms and provisions of the Integrated Development Order, as amended, shall remain in full force and effect.

Section 7. This Amendment shall take effect upon approval by the Leon County Board of County Commissioners and the Tallahassee City Commission.

DULY PASSED AND APPROVED by the Leon County, Florida, Board of County Commissioners this 17th day of September, 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

Passed and Approved by the City of Tallahassee City Commission on September 25, 2019.

CITY OF TALLAHASSEE

By: _____
John Dailey
Mayor

ATTESTED BY:

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

APPROVED AS TO FORM:
Tallahassee City Attorney's Office

By: _____
Cassandra K. Jackson
City Attorney

SIXTH AMENDED EXHIBIT B-1 TO THE INTEGRATED DEVELOPMENT ORDER (SEPTEMBER 2019)
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	312	2,319 DU			408	3,096 DU
SUBTOTAL	551	1,825 DU	801	3,345 DU			1,352	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	173	150,000 gfs	197	1,544,117 GSF	490	2,194,117 GSF
Hotel (2)			191	162 rooms	197		388	162 rooms
Industrial			455	252,000 402,000 GFS	138	2,328,381 GSF	183 193	2,480,381 2,630,381 GSF
Educational/Institutional								
Educational	148	230,000 GFS	<u>10</u>	<u>314,000</u> 264,000 GSF	29		<u>187</u> 177	<u>544,000</u> 494,000 GSF
Institutional (3)								
SUBTOTAL		230,000 GFS						<u>544,000</u> 494,000 GSF
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:

- 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.
- 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.
- 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.
- Central Park includes 22 acres of active recreation uses and 103 acres of passive recreation/open space uses. Refer to ADA Figure 26.1.
- 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.
- 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.
- 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.
- Daycare use shall be included in the educational/institutional allocation.

**FOURTH AMENDED EXHIBIT B-2 TO THE INTEGRATED DEVELOPMENT ORDER (SEPTEMBER 2019)
SOUTHWOOD DRI PHASING PROGRAM**

PHASE 1

POD	LAND USE	ACREAGE ²
LSF-6	Large Lot Residential	14
LSF-8	Large Lot Residential	27
LSF-9	Large Lot Residential	53
LSF-10	Large Lot Residential	101
SUBTOTAL		195
LDR-6	Low Density Residential	23
LDR-10	Low Density Residential	53
LDR-11	Low Density Residential	23
LDR-12	Low Density Residential	27
LDR-13a	Low Density Residential	11
LDR-14	Low Density Residential	7
LDR-15	Low Density Residential	46
LDR-16	Low Density Residential	32
SUBTOTAL		222
MDR-6a	Med. Density Residential	8
MDR-7	Med. Density Residential	24
MDR-8	Med. Density Residential	15
MDR-9	Med. Density Residential	5
MDR-12	Med. Density Residential	23
SUBTOTAL		75
TC-1	Town Center(Mixed Use)	59
TC-2	Town Center(Mixed Use)	32
SUBTOTAL		91
MUOC-2	Office/Commercial	33
MUOC-4	Office/Commercial	22
MUOC-6	Office/Commercial	29
MUOC-7	Office/Commercial	4
SUBTOTAL		88
MUEI-2	Educational/Institutional	53
MUEI-3	Educational/Institutional ³	86
MUEI-4	Educational/Institutional	9
SUBTOTAL		148
REC	Community Park	42
REC	Central Park/Comm. Ctr.	22
REC	Golf Course	214
SUBTOTAL		278
DEVELOPED		1,097
OPEN SPACE		1,028
TOTAL		2,125

PHASE 2a

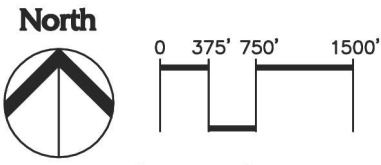
POD	LAND USE	ACREAGE ²
LSF-1	Large Lot Residential	44
LSF-3	Large Lot Residential	62
LSF-5	Large Lot Residential	30
LSF-7	Large Lot Residential	32
SUBTOTAL		168
LDR-1	Low Density Residential	24
LDR-2	Low Density Residential	82
LDR-3	Low Density Residential	63
LDR-4	Low Density Residential	13
LDR-5	Low Density Residential	89
LDR-7	Low Density Residential	16
LDR-8	Low Density Residential	7
LDR-9	Low Density Residential	23
LDR-13b	Low Density Residential	4
SUBTOTAL		321
MDR-1	Med. Density Residential	33
MDR-3	Med. Density Residential	18
MDR-4	Med. Density Residential	21
MDR-5	Med. Density Residential	25
MDR-6b	Med. Density Residential	15
MDR-10	Med. Density Residential	20
MDR-11	Med. Density Residential	74
MDR-13	Med. Density Residential	8
MDR-14	Med. Density Residential	47
MDR-15	Med. Density Residential	13
MDR-16	Med. Density Residential	20
MDR-17	Med. Density Residential	18
SUBTOTAL		312
TC-1 ⁴	Town Center(Mixed Use)	See Ph 1
TC-2 ⁴	Town Center(Mixed Use)	See Ph 1
SUBTOTAL		0
MUOC-3	Office/Commercial	28
MUOC-5	Office/Commercial	29
MUOC-8	Office/Commercial	47
SUBTOTAL		104
NVC-1	Neighborhood Village Center	10
SUBTOTAL		10
MUI-1	Research & Development	718
MUI-2	Research & Development	55
MUI-3	Research & Development	57
SUBTOTAL		183 193
MUEI-1	Educational/Institutional	29
MUEI-2 ⁵	Educational/Institutional	53
MUEI-3 ³	Educational/Institutional	86
MUEI-5	Educational/Institutional	10
SUBTOTAL		178 168
PARK	North Park (Open Space)	36
SUBTOTAL		36
DEVELOPED ^{4,5}		1,275
OPEN SPACE		61
TOTAL		1,336

PHASE 2b¹

POD	LAND USE	ACREAGE ²
TC-1 ^{4,6}	Town Center(Mixed Use)	See Ph 1
TC-2 ^{4,6}	Town Center(Mixed Use)	See Ph 1
SUBTOTAL		0
NVC-1 ⁶	Neighborhood Village Center	See Ph 2a
SUBTOTAL		0
MUI-1 ⁶	Research & Development	See Ph 2a
MUI-3 ⁶	Research & Development	See Ph 2a
SUBTOTAL		0
MUEI-1 ⁶	Educational/Institutional	See Ph 2a
SUBTOTAL		0
DEVELOPED ^{4,6}		194
TOTAL		194

Notes:

- 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 of transportation impacts only. Until such time as the Phase 2b entitlements are sought, the lands identified as beign in phase 2b may be developed with available entitlements from Phase 2a.
- Acreege projections for each development pod on this table and on Map H are approximate and may vary based upon final survey and platting.
- Phase 1 development of MUEI-3 limited to 56,000 GSF and ancillary athletic fields.
- 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.
- 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.
- 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.



Legend

- Project Boundary
- City Limits
- Access Point – Subject to provisions of SESP
- Conservation and Preservation 377 acres
- Open Space 711 acres
- Recreation 278 acres
- Large Lot (LSF) 363 acres
- Low Density (LDR) 543 acres
- Medium Density (MDR) 369 acres
- Town Center (TC) 91 acres
- Neighborhood Village Center (NVC) 10 acres
- Mixed Use Office & Commercial (MUOC) 209 acres
- Mixed Use Educational & Institutional (MUEI) 178 acres
- Mixed Use Industrial (MUI) 193 acres

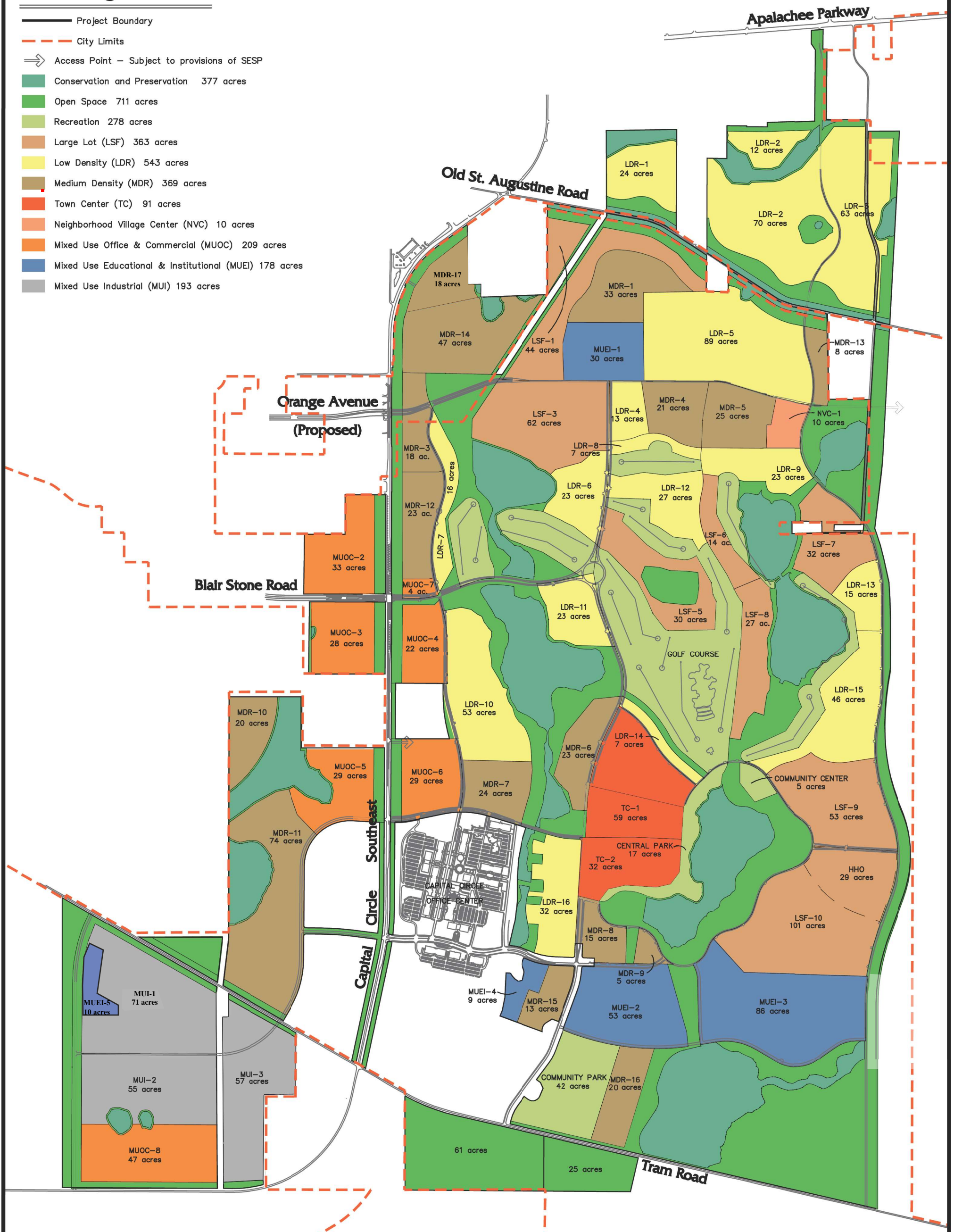


EXHIBIT F

SouthWood Phase 2a - Cumulative Trip generation Summary

Land Use	Pod Code	Units/Square Feet	Total Trips	5% TDM Trips	Enter Trips	Exit Trips
Single-Family Housing	LSF	491 units	545	518	326	192
Single-Family Housing	LDR	1,585 units	1,675	1,591	1,002	589
Multi-Family Housing	MDR	2,694 units	1,672	1,588	1,032	556
Office	MUOC/TC	650,000 gsf	1,043	991	168	823
Retail/Commercial	MUOC/TC	770,000 gsf	3,999	3,800	1,824	1,976
Southwood House	HHO	17,000 gsf	25	23	10	13
Catholic School	MUEI-3	79,000 gsf	149	141	52	89
FSU High School	MUEI-2	234,000 gsf	606	576	357	219
Public K-8 School	MUEI-3	90,000 gsf	72	68	31	37
Research & Development	MUI	500,000 gsf	502	477	72	405
Hotel	MUOC/TC/HHO	170 rooms	90	85	42	43
Community Center		12,800 gsf	22	21	7	14
Central Park		123 acres	5	5	2	3
Community Park		215 acres	13	12	5	7
Golf Course		18 holes	49	47	21	26
TOTAL			10,468	9,943	4,953	4,990

TRIP GENERATION ASSUMPTIONS

Land Use and Trip Assumptions based on ITE Trip Generation Manual, 7th Edition with the exception of the schools, which are based on local survey data. The Trip Rate applied to each land use is derived from ITE trip equations (if available) or average trip rates. The office uses may include typical accessory uses as provided for in the MUOC and TC zoning districts of the Southwood PUD. Trips reduced by 5% to reflect higher than average bicycle and pedestrian use.

Independence Landing - The Independence Landing amendment added 400 units to the Southwood DRI that are not shown in the DRI entitlements above. Those units were analyzed separately for impacts and will not be required for mitigation by St. Joe pursuant to the DRI development order.

LAND USE CONVERSION HISTORY (SINCE 2019)

1. FSUS amendment – Developer converted 98,000 SF of industrial to create 82,000 SF of education/institutional.
2. Day Care/ALF amendment – Developer converted 19,272 SF of retail/commercial to create 9,000 SF of Day Care and converted 8 hotel rooms to create 15 ALF beds.
3. Tallahassee Classical School – Developer converted 150,000 SF of industrial to create 50,000 SF of Charter School.



ATTORNEYS AT LAW

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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

June 7, 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 a portion of DRI parcel MUI-1 as MUEI-5. MUI-1 (Parcel ID#3120200020010) is located along Tram Road west of Capital Circle Southeast. MUI-1 is currently approved for industrial use. This change would carve out a new 10 acre education parcel MUEI-5 from a portion of the existing MUI-1. The amendment would also convert 150,000 square feet of industrial entitlements into 50,000 square feet of education/institutional (charter school). 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

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “County”) will conduct a public hearing on Tuesday, September 17, 2019, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a request for approval of a proposed amendment to the Southwood Development of Regional Impact (DRI) Integrated Development Order (DO), pursuant to Section 380.06(7), Florida Statutes (2018).

The applicant seeks approval of a master plan change to redesignate a portion of property located south of Tram Road and west of Capital Circle Southeast (PID # 31-20-20-002-0010) from Mixed-Use Industrial (MUI-1) to Mixed Use Educational and Institutional (MUEI-5), to allow a new 10-acre parcel to be utilized for education/institution use for the future home of the Tallahassee Classical School.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the proposed amendment to the Southwood Development of Regional Impact Integrated Development Order may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe Street
5th Floor Reception Desk
Tallahassee, Florida 32301

and

Leon County Department of Development Support
and Environmental Management
435 N. Macomb Street
Renaissance Center, 2nd Floor
Tallahassee, Florida 32301

Advertise: September 2, 2019